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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

January 29, 2013

19 January 29, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO TRANSFER THE GREATER AVENUES FOR INDEPENDENCE VOCATIONAL INTERMEDIARY AND DIRECT SERVICES CONTRACT FROM THE CITY OF HAWTHORNE TO THE CITY OF INGLEWOOD
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) requests approval to execute a new contract with the City of Inglewood for Welfare-to-Work (WtW) Vocational Intermediary and Direct Services and to terminate the Greater Avenues for Independence (GAIN) Vocational Intermediary and Direct Services Contract with the City of Hawthorne.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of DPSS or her designee, to terminate for convenience, the GAIN Vocational Intermediary and Direct Services Contract with the City of Hawthorne no sooner than February 28, 2013. The Director or her designee will notify the Board and Chief Executive Office (CEO) in writing within ten business days after the contract's termination.
2. Approve and instruct the Director of DPSS or her designee, to execute a contract, in substantially similar form to Exhibit II, with the City of Inglewood for WtW Vocational Intermediary and Direct Services to WtW participants effective March 1, 2013, or upon the DPSS Director's approval, whichever is later through February 29, 2016. The three-year contract will have an estimated cost of \$26.9 million, funded with CalWORKs Single Allocation, Targeted Assistance Discretionary Grant and Department of Children and Family Services (DCFS) Chafee Foster Care Independent Program Federal Grant. This contract with the City of Inglewood includes the services previously provided by the City of Hawthorne for CalWORKs GAIN participants, and expands services to include non-CalWORKs refugees and DCFS Independent Living Program (ILP) eligible participants.

3. Delegate authority to the Director of DPSS or her designee to execute amendments to increase or decrease the maximum contract amount by up to ten percent in exchange for an increase or decrease in services provided that (a) there is sufficient funding available to provide services at the amended level, (b) prior County Counsel approval as to form is obtained and (c) the Director or her designee notifies the Board and the CEO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Effective December 18, 2012, the relationship between the City of Hawthorne and the South Bay Workforce Investment Board (SBWIB) ended, and the City of Inglewood is now the administrative entity, based on a vote (to move the SBWIB to the City of Inglewood) by seven of the nine cities (Inglewood, Lawndale, El Segundo, Hawthorne, Gardena, Carson, Manhattan Beach, Redondo Beach and Hermosa Beach) that comprise the South Bay Workforce Investment Area. Under a Joint Powers of Authority Agreement, 75 percent of the member cities (7 out of 9) have the authority to take this action.

The individuals with program expertise, who administer the contract and operate services, are no longer affiliated with the City of Hawthorne. In order to have uninterrupted services, the contracts need to be transferred to the City of Inglewood as the administrative entity. For this purpose, Recommendations 1 and 2 will allow DPSS to execute a new contract with the City of Inglewood and terminate the current contract with the City of Hawthorne. The termination for convenience language in the current contract indicates that the date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

The new contract expands Transitional Subsidized Employment (TSE) Program services to non-CalWORKs refugees and DCFS ILP eligible participants. Currently, the TSE Program provides paid work experience, on-the-job training, and vocational classroom training to CalWORKs participants. Foster youth, age 16 through 21, participating in the ILP were identified as a population unable to reach self-sufficiency as they aged out of the foster care system, and non-CalWORKs refugees are a population that has suffered significant barriers to achieving employment. Expanding TSE Program services to these populations will employ more County of Los Angeles residents and support the Board's Countywide Youth Self-Sufficiency Action Plan. The Countywide Youth Self-Sufficiency action plan is for participating County departments and County-affiliated partners to use existing resources to form new partnerships, test pilot programs and activities, and make policy changes that would better prepare youth, ages birth to 24 to become successful thriving adults, and establishes youth self-sufficiency as a Countywide goal.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1 of the County's Strategic Plan, Operational Effectiveness: Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service.

FISCAL IMPACT/FINANCING

The estimated three-year maximum contract amount is \$26.9 million. Out of \$26.9 million, \$25.5 million is funded with CalWORKs Single Allocation. The estimated contract amount for March 1, 2013 through June 30, 2013 is \$3.7 million. The estimated contract amount for Fiscal Year (FY) 2013-14 and FY 2014-15 is \$8.2 million each year. The estimated contract amount for July 2015

through February 2016 is \$5.4 million. There is no net County (NCC) cost impact after the required Maintenance of Effort (MOE) is met.

Services to non-CalWORKs refugees are funded by the Targeted Assistance Discretionary (TAD) Grant, which is 100 percent federally funded. There is no NCC. The estimated amount for the services is \$181,377 for the period of March 1, 2013 through September 30, 2013.

The DCFS Chafee Foster Care Independent Program Federal Grant will fund up to \$1.3 million in services to DCFS ILP eligible participants effective March 1, 2013 through June 30, 2015.

Funding for FY 2012-13 is included in the Adopted Budget. Funding for future fiscal years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract will not result in the unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contract provides for termination by the County with a 30 calendar day written notice prior to termination, should termination be in the County's best interest.

County Counsel and CEO have reviewed this Board letter and County Counsel has approved Exhibit II as to form. Contractor is in compliance with all Board, CEO and County requirements.

CONTRACTING PROCESS

Under the new WtW Vocational Intermediary and Direct Services Contract, the City of Inglewood, serving as the administrative entity for the SBWIB, will continue to develop and maintain service provider directories accessed by GAIN Services Workers and Refugee Employment Program Case Managers to refer WtW participants to vocational education training activities and mental health, substance abuse and domestic violence services. The SBWIB will also continue to identify and maintain a directory of Community Service and Work Experience providers and will continue to act on Workers Compensation issues in regards to participants who are injured in these activities.

On March 4, 2003, the Board approved the implementation plan for the TSE Program which provides WtW participants with paid work experience, on-the-job training and vocational classroom training. On February 27, 2007, the Board expanded the TSE program to include Work Study in Public Agencies to enable participants, enrolled in community colleges, to participate in the Work Study Program in a public agency position related to their course of study. On March 13, 2012, the Board approved the current GAIN Vocational Intermediary and Direct Services Contract with the City of Hawthorne for the period of April 1, 2012 through March 31, 2015.

Board approval of the recommended actions will effectuate a new contract with the City of Inglewood and expand the eligible populations to include non-CalWORKs refugees and DCFS ILP eligible participants. DPSS is confident that City of Inglewood/SBWIB will provide a satisfactory level of service and meet performance expectations.

California Department of Social Services Purchase of Service Regulations state that contracts may be negotiated without formal advertising for any service rendered by a local government agency, public university, public college or other public educational institution. In accordance with the Board

The Honorable Board of Supervisors

1/29/2013

Page 4

Policy 5.100, for Sole Source Contracts, attached is the Sole Source Checklist (Exhibit I) for the WtW Vocational Intermediary and Direct Services Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its residents nor add any risk exposure to the County or impact current service delivery.

CONCLUSION

The Executive Officer, Board of Supervisors is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

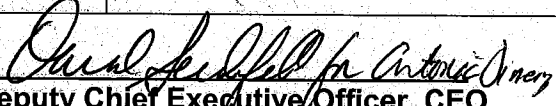
Director

SLS:ksj

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

**SOLE SOURCE CHECKLIST: Department of Public Social Services
JUSTIFICATION FOR SOLE SOURCE CONTRACTS**

Check (✓)	Welfare-to-Work Vocational Intermediary and Direct Services Contract with the City of Inglewood for three years effective March 1, 2013 through February 29, 2016.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
✓	<p>➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.</p> <p>Effective December 18, 2012, the relationship between the City of Hawthorne and the South Bay Workforce Investment Board (SBWIB) ended, and the City of Inglewood is now the administrative entity, based on a vote (to move the SBWIB to the City of Inglewood) by seven of the nine cities (Inglewood, Lawndale, El Segundo, Hawthorne, Gardena, Carson, Manhattan Beach, Redondo Beach and Hermosa Beach) that comprise the South Bay Workforce Investment Area. Under a Joint Powers of Authority Agreement, 75% of the member cities (7 out of 9) have the authority to take this action. Thus, the individuals with program expertise, who administer the contract and operate services, are no longer affiliated with the City of Hawthorne.</p> <p>It is in the best interest of the County to continue services through the SBWIB, by effectuating a new contract with the City of Inglewood and by doing so, preventing a disruption in services. The SBWIB has the infrastructure to provide uninterrupted intermediary and direct vocational services to WtW participants. Also, the SBWIB demonstrates a consistent ability to solicit and contract with a wide range of public and private organizations to meet the County's needs. Further, contracting with City of Inglewood/SBWIB will save on transition costs (installing new data lines and computers) and substantial training costs to the Department of Public Social Services.</p>
✓	<p>Other reason. Please explain: The California Department of Social Services (CDSS) Purchase of Service Regulation 23-650.1.14 states that contracts may be negotiated without formal advertising for any service rendered by any federal, state or local government agency, public university, public college or other public educational institution. Also, the City of Inglewood/SBWIB will charge considerably less than the maximum amount allowed for labor costs. Labor costs to the Transitional Subsidized Employment Program are around 2.5%, whereas the maximum allowed is 11.5%. This allows for the reprogramming of labor costs to the program, providing greater coverage for participant enrollment. In addition, WIBs are the only agent of the State and Federal government to administer Workforce Development Programs. By utilizing WIBs, the City of Inglewood/SBWIB's personnel costs are leveraged with other programs, thereby reducing costs. DPSS is confident that City of Inglewood/SBWIB will provide a satisfactory level of service and meet performance expectations.</p>
 Deputy Chief Executive Officer, CEO	<u>1-16-13</u> Date

DEPARTMENT OF PUBLIC SOCIAL SERVICES



WELFARE-TO-WORK VOCATIONAL INTERMEDIARY AND DIRECT SERVICES CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND
CITY OF INGLEWOOD**

**Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411**

March 1, 2013

TABLE OF CONTENTS

SECTION TITLE	PAGE
RECITALS.....	4
I. APPLICABLE DOCUMENTS.....	4
II, DEFINITIONS	
III. WORK	
IV. TERM OF CONTRACT	5
VV CONTRACT SUM.....	8
VI. INVOICES AND PAYMENTS	9
VII. ADMINISTRATION OF CONTRACT-COUNTY	16
VIII. ADMINISTRATION OF CONTRACT-CONTRACTOR.....	17
IX. FURTHER TERMS AND CONDITIONS	18
1.0 Assignment and Delegation	18
2.0 Authorization Warranty	19
3.0 Budget Reductions	19
4.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76).....	20
5.0 Changes and Amendments of Terms	20
6.0 Charitable Contributions Certification.....	21
7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting.....	22
8.0 Collective Bargaining CONTRACT	22
9.0 Complaints.....	23
10.0 Completion of CONTRACT	23
11.0 Compliance with Applicable Laws.....	24
12.0 Compliance with Civil Rights Law	24
13.0 Compliance with the COUNTY's Jury Service Program	25
14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act	26
15.0 Confidentiality	26
16.0 Conflict of Interest.....	27
17.0 Consideration of Hiring COUNTY Employees Targeted for Layoff	28
18.0 Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment	28
19.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law	29
20.0 CONTRACTOR Responsibility and Debarment	29

TABLE OF CONTENTS

SECTION TITLE	PAGE
21.0 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program	32
22.0 COUNTY's Quality Assurance Plan	32
23.0 Disputes	32
24.0 Disclosure of Information	33
25.0 Employment Eligibility Verification	33
26.0 Employee Safety	34
27.0 Fiscal Accountability	34
28.0 Force Majeure	34
29.0 Governing Law, Jurisdiction and Venue	34
30.0 Government Observations	35
31.0 Indemnification	35
32.0 Independent CONTRACTOR Status	35
33.0 Insurance	36
34.0 Liquidated Damages	41
35.0 Most Favored Public Entity	42
36.0 Nondiscrimination and Affirmative Action	42
37.0 Non-Exclusivity	44
38.0 Notices	44
39.0 Notice of Disputes	45
40.0 Notice to Employees Regarding the Federal Earned Income Credit	46
41.0 Notice to Employees Regarding the Safely Surrendered Baby Law	46
42.0 Ownership of Data/Equipment	46
43.0 Performance Requirements	46
44.0 Prohibition Against Inducement or Persuasion	47
45.0 Proprietary Rights	47
46.0 Records	48
47.0 Records Retention and Inspection	48
48.0 Recycled Bond Paper	50
49.0 Removal of Personnel	50
50.0 Shred Documents	50
51.0 Subcontracting	51
52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program	53
53.0 Termination for Convenience of COUNTY	53
54.0 Termination for Default of CONTRACTOR	54
55.0 Termination of Improper Consideration	56
56.0 Termination for Insolvency	56
57.0 Termination for Non-Adherence of COUNTY Lobbyist Ordinance	57
58.0 Termination for Non-Appropriation of Fund	58
59.0 Timely Completion	58
60.0 Validity	58
61.0 Verbal Discussions	58
62.0 Waiver	58
63.0 Warranty	58
64.0 Warranty Against Fees	59

TABLE OF CONTENTS

SECTION TITLE	PAGE
65.0 Warranty of Compliance with COUNTY Defaulted Property Tax Reduction Program	59
66.0 Compliance with Auditor Controller CONTRACT Accounting and Administration Handbook.....	60
67.0 Injury & Illness Prevention Program (IIPP).....	60
68.0 Damage to COUNTY Facilities, Buildings or Grounds	60
Signatures	61
Exhibit A Statement of Work	65
Technical Exhibit 1: Performance Requirements Summary Chart	97
Technical Exhibit 2: CONTRACT Discrepancy Report	103
Technical Exhibit 3: Monthly Management Report (MMR)	104
Exhibit B CONTRACTOR's Budget.....	106
Exhibit C CONTRACTOR Monthly Invoice	196
Exhibit D Certification of Compliance with the COUNTY's Defaulted Property Tax Reduction Program.....	198
Exhibit E COUNTY's Administration	198
Exhibit F CONTRACTOR's Administration.....	200
Exhibit G CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.....	201
Exhibit H CONTRACTOR's Employee Jury Service Program Certification and Los Angeles COUNTY Code 2.203 (Jury Service Program)	205
Exhibit I Invitation for Bid/Request for Proposals/Grounds for Rejection.....	208
Exhibit J CONTRACTOR's Equal Employment Opportunity (EEO) Certification	209
Exhibit K Bidder's/Offeror's Nondiscrimination in Services Certification	209
Exhibit L Internal Revenue Service Earned Income Credit Notice 1015	211
Exhibit M Safely Surrendered Baby Law	212
Exhibit N Charitable Contributions Certification	216
Exhibit O Attestation of Willingness to Consider GAIN/GROW Participants	217
Exhibit P Certification of No Conflict of Interest	218
Exhibit Q TSE and VESL Monthly Tracking Log	218

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF INGLEWOOD
FOR
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES**

This agreement (hereafter "CONTRACT") is entered into this ____ day of _____ 2013 by and between City of Inglewood (hereinafter "CONTRACTOR") and the COUNTY of Los Angeles, (hereinafter "COUNTY") to act as the intermediary for **Welfare-To-Work Vocational Intermediary and Direct Services**.

RECITALS

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide the **Welfare-To-Work Vocational Intermediary and Direct Services** as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this CONTRACT; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State of California Department of Social Services regulations Chapter 23-650.14, CONTRACTOR has been selected for recommendation for award of this CONTRACT; and

WHEREAS, this CONTRACT is further authorized by California Government Code Section 26227 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, and P as set forth below, are attached to and form a part of this CONTRACT.
- 2.0 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the CONTRACT and Exhibits or between Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to this CONTRACT, and then to the Exhibits according to the following priority:

Exhibit A Statement of Work

Technical Exhibit 1 - Performance Requirements Summary Chart
Technical Exhibit 2 - CONTRACT Discrepancy Report
Technical Exhibit 3 - Monthly Management Report (MMR)

Exhibit B	CONTRACTOR's Budget
Exhibit C	CONTRACTOR's Monthly Invoice
Exhibit D	Certification of Compliance with The COUNTY's Defaulted Property Tax Reduction Program
Exhibit E	COUNTY's Administration
Exhibit F	CONTRACTOR's Administration
Exhibit G	CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
Exhibit H	CONTRACTOR Employee Jury Service
Exhibit I	Invitation for Bid/Request for Proposals/Grounds for Rejection
Exhibit J	CONTRACTOR's Equal Employment Opportunity (EEO) Certification
Exhibit K	Bidder's/Offeror's Nondiscrimination in Services Certification
Exhibit L	Internal Revenue Service Earned Income Credit Notice
Exhibit M	Safely Surrendered Baby Law
Exhibit N	Charitable Contributions Certification
Exhibit O	Attestation of Willingness to Consider GAIN/GROW/REP Participants
Exhibit P	Certification of No Conflict of Interest
Exhibit Q	TSE and VESL Monthly Tracking Log

3.0 This CONTRACT and the Exhibits attached hereto constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous contracts, written or oral, and all other communications between the parties relating to the subject matter of this CONTRACT.

II. DEFINITIONS

The Department of Public and Social Services is responsible for providing social services and financial assistance to eligible persons in Los Angeles COUNTY. The CONTRACT shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.0 Actual Costs

Amounts determined on the basis of costs incurred, as distinguished from forecasted costs. Actual costs include standard costs properly adjusted

for applicable variances.

2.0 Board of Supervisors

The Board of Supervisors is the governing body for the COUNTY of Los Angeles (COUNTY).

3.0 Budget

The document that details CONTRACTOR's costs for providing services that is set forth in Exhibit B, CONTRACTOR's Budget herein. Included in the Budget are the following:

3.1 Direct Costs - Payroll Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the CONTRACT), Supplies, Applicable Taxes and other (specified).

3.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).

3.3 Total Cost for Welfare-to-Work Vocational Services - The total of Direct and Indirect Costs.

4.0 CONTRACTOR Contract Manager

The individual designated by CONTRACTOR to administer the CONTRACT operations after CONTRACT award and who must adhere to the standards set forth in Section VII, Subsection 1.0, herein.

5.0 CONTRACTOR

The City of Inglewood that has entered into this CONTRACT with COUNTY to perform or execute the work covered by this CONTRACT, including the Statement of Work.

6.0 COUNTY Contract Administrator (CCA)

The individual designated by COUNTY who monitors CONTRACTOR's performance in the daily operation of the CONTRACT. The CCA provides direction to CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

7.0 Cost Reimbursements

Allowable and reasonable costs incurred by the CONTRACTOR in the performance of the CONTRACT reimbursed in accordance with the terms of the CONTRACT.

8.0 Days

Monday through Friday excluding holidays and weekends.

9.0 Department of Children and Family Services (DCFS)

COUNTY Department that is responsible for referring the Independent Living Program (ILP) eligible persons in Los Angeles COUNTY to

CONTRACTOR for services.

10.0 Department of Public Social Services (DPSS)

COUNTY Department that is responsible for providing social and financial services to eligible persons in Los Angeles COUNTY.

11.0 Director

The Director of the Department of Public Social Services, COUNTY of Los Angeles, or his authorized representative(s).

12.0 Fiscal Year

Runs July 1 of the prior year to June 30, of the next year.

13.0 Greater Avenue for Independence (GAIN)

Is the Department of Public Social Services Welfare-to-Work program which focus on education and training for welfare families to prepare them for job readiness.

14.0 Probation Department

COUNTY Department that is responsible, in conjunction with DCFS, to recruit and screen ILP eligible persons in Los Angeles COUNTY for referral to CONTRACTOR for services.

15.0 Welfare-to-Work

A division within DPSS assigned the responsibility for administration of the GAIN/GROW program. This division is also responsible for the provisions of technical assistance to CONTRACTOR to ensure GAIN/GROW program requirements are met.

Additional terms/definitions are set forth in Exhibit A, Statement of Work, Subsection 2.0, Definitions.

III. WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

IV. TERM OF CONTRACT

1.0 The term of the CONTRACT will commence on March 1, 2013, or after execution by COUNTY'S Board of Supervisors, whichever is later, and shall expire on February 29, 2016, unless sooner terminated or extended, in whole or in part, as provided in this CONTRACT.

2.0 The COUNTY shall have the sole option to extend this CONTRACT. Each extension shall be at the sole discretion of DPSS' Director or his/her designee as authorized by the Board of Supervisors.

2.1 County shall have the option to extend services provided to Department of Children and Family Services Independent Living Program eligible participants effective July 1, 2014 through February 29, 2016

2.2 County shall have the option to extend services provided to non-CalWORKs refugees effective October 1, 2013 through February 29, 2016

The COUNTY maintains databases that track/monitor CONTRACTOR performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the COUNTY will exercise a CONTRACT term extension option.

4.0 Subject to the provisions of Section VIII, Subsection 53.0, Termination for Convenience of COUNTY, in the event of termination of this CONTRACT, CONTRACTOR shall, upon receipt of notice of termination:

4.1 Immediately eliminate all new costs and expenses under this CONTRACT. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this CONTRACT. CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

4.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

5.0 If COUNTY terminates the CONTRACT for: convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this CONTRACT, or breach of warranty to maintain compliance with the COUNTY's Child Support Compliance Program, the CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 4.1 and 4.2 above

6.0 CONTRACTOR shall notify DPSS when this CONTRACT is within six months from the expiration of the term as provided for herein above. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
CONTRACT Services Division
12900 Crossroads Parkway South, 2nd Floor

V. CONTRACT SUM

1.0 The total maximum CONTRACT amount is not-to-exceed **\$XXXXXXXXXX** for the three-year period, conditioned upon the availability of funding. The CONTRACT amounts for each fiscal year (FY) shall be as follows:

1.1 FY 2012-13 (March 1, 2013 through June 30, 2013): \$XXXXXXXXXX

1.1.1 Subsidized Employment maximum is **\$XXXXXXX** million for FY 2012-13 which is included in the total amount in 1.1 referenced above.

1.1.2 Work Study in Public Agencies maximum is **\$X** million for FY 2012-13 which is included in the total amount in 1.1 referenced above.

1.1.3 WtW Vocational Services maximum is **\$XXXXXXXXXX** for FY 2012-13 included in the total amount in 1.1 referenced above.

1.1.4 Subsidized Employment with Chafee funds maximum is **\$XXXXXX** for FY 2012-2013 which is included in the total amount in 1.1 referenced above.

1.1.5 Non-CalWORKs Refugee Subsidized Employment maximum is **\$XXXXX** for FY 2012-13 which is included in the total amount in 1.1 referenced above.

1.2 FY 2013-14 (July 1, 2013 through June 30, 2014): \$8,801,991

1.2.1 Subsidized Employment is **\$6** million for FY 2013-14 which is included in the total amount in 1.2 referenced above.

1.2.2 Work Study in Public Agencies is **\$1** million for FY 2013-14 which is included in the total amount in 1.2 referenced above

1.2.3 WtW Vocational Services maximum is **\$1,151,016** for FY 2013-14 which is included in the total amount in 1.2 referenced above.

1.2.4 Subsidized Employment with Chafee funds maximum is **\$500,000** for FY 2013-14 which is included in the total amount in 1.2 referenced above.

1.2.5 Non-CalWORKs Refugee Subsidized Employment maximum is **\$150,975** for the period of July 1, 2013 through June 30, 2014, which is included in the total amount in 1.2 referenced above.

1.2.5.1 Of this amount, up to \$96,075 is the optional renewal extension period of October 1, 2013 through June 30, 2014, subject to renewed TADG funding. The optional renewal extension in this Subsection 1.2.5.1 shall be at the sole discretion of the Director of the DPSS, or her designee.

1.3 FY 2014-15 (July 1, 2014 through June, 2015): \$XXXXXX

1.3.1 Subsidized Employment is maximum **\$XX** million for FY 2014-15 which is included in the total amount in 1.3 referenced above.

1.3.2 Work Study in Public Agencies maximum is **\$XXXX** for FY 2014-15 which is included in the total amount in 1.3 referenced above.

1.3.3 WtW Vocational Services maximum is **\$XXX** for FY 2014-15 which is included in the total amount in 1.3 referenced above.

1.3.4 Subsidized Employment with Chafee funds maximum is up to **\$XXX** for **FY 2014-15** which is included in the total amount in 1.3 referenced above. This is an optional renewal that shall be at the sole discretion of the Director of the DPSS, or her designee.

1.3.5 Non-CalWORKs Refugee Subsidized Employment, maximum is up to **\$XXX** for **FY 2014-15** which is included in the total amount in 1.3 referenced above, and subject to renewed funding. This is an optional renewal that shall be at the sole discretion of the Director of the DPSS, or her designee.

1.4 FY 2015-16 (July 1, 2015 through February 29, 2016): \$XXXX

1.4.1 Subsidized Employment is maximum **\$XXXX** million for the period of July 1, 2015 through February 29, 2016 which is included in the total amount in 1.4 referenced above.

1.4.2 Work Study in Public Agencies maximum is **\$XXX** for the period of July 1, 2015 through February 29, 2016 which is included in the total amount in 1.4 referenced above.

1.4.3 WtW Vocational Services maximum is **\$XXX** for the period of July 1, 2015 through February 29, 2016 which is included in the total amount in 1.4 referenced above.

1.4.4 Subsidized Employment with Chafee funds maximum is up to **\$XXXX** for the period of July 1, 2015 through February 29, 2016 which is included in the total amount in 1.4 referenced

above. This is an optional renewal that shall be at the sole discretion of the Director of the DPSS, or her designee.

1.4.5 Non-CalWORKs Refugee Subsidized Employment, maximum is up to \$XXX for the period of July 1, 2015 through February 29, 2016 which is included in the total amount in 1.4 referenced above, and subject to renewed funding. This is an optional renewal that shall be at the sole discretion of the Director of the DPSS, or her designee.

- 2.0 COUNTY shall not be liable in any event for payment in excess of this maximum CONTRACT amount.
- 3.0 CONTRACTOR shall not exceed each year's annual budgeted amount and shall not roll-over unspent contract amount, money, and/or allocation to the following fiscal year(s).
- 4.0 CONTRACTOR shall not be paid for any CONTRACT expenditures that exceed the maximum CONTRACT amount and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures that exceed the maximum CONTRACT amount. Any expenditure that exceeds the maximum CONTRACT amount shall become the sole fiscal responsibility of CONTRACTOR.
- 5.0 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval..

VI. INVOICES AND PAYMENTS

- 1.0 COUNTY and CONTRACTOR agree that this is a cost reimbursable CONTRACT that will be charged at actual cost with no mark-up. Exceptions to cost reimbursement payment structure are for services discussed in Section VI, Subsections 24.0 and 25.0 only. During the term of this CONTRACT, COUNTY shall compensate CONTRACTOR for services provided for in this CONTRACT, including, but not limited to, Exhibit A, the Statement of Work and Technical Exhibits attached thereto.
- 2.0 For all services other than what is discussed in this Section VI, Subsection 3.0, CONTRACTOR shall prepare and submit a monthly invoice in arrears in a format similar to Exhibit C, CONTRACTOR's Monthly Invoice and in accordance with Section V, CONTRACT SUM and Exhibit B, CONTRACTOR's Budget. CONTRACTOR shall attach a report of CONTRACTOR's employee time spent on each Welfare-to-Work activity

to the CONTRACTOR Monthly Operational/Administrative Costs Invoice. Failure to submit timely and accurate monthly invoices will result in a CONTRACT discrepancy and a delay in payment. It is the responsibility of the CONTRACTOR to reconcile or correct inaccuracies or inconsistencies in the invoices submitted and notify the COUNTY of any overpayments.

3.0 Subsidized Employment /Work Study in Public Agencies

3.1 In accordance with V. CONTRACT SUM, and EXHIBIT B, CONTRACTOR's Budget, CONTRACTOR agrees to prepare and submit separate monthly invoices in arrears in a format similar to EXHIBIT C, CONTRACTOR's Monthly Invoice for actual costs for all types of services performed during the month.

3.2 Payment shall be made monthly in arrears for services performed, provided that CONTRACTOR is not in default under any provision of this CONTRACT, and has submitted a complete and accurate invoice statement of payment due. Separate monthly Transitional Subsidized Employment (TSE) and Work Study invoices are due by the fifteenth (15th) after the end of the month in which services were provided, or payment may be delayed. CONTRACTOR shall invoice actual costs each month for administrative costs associated with TSE/Work Study.

4.0 Welfare-to-Work Vocational Services

4.1 In accordance with V. CONTRACT SUM, and Exhibit B, CONTRACTOR's Budget, CONTRACTOR agrees to prepare and submit a monthly invoice in arrears in a format similar to Exhibit C, CONTRACTOR's Monthly Invoice for operational/administrative costs as follows:

4.2 For FY 2012-13, the monthly invoiced amount **in accordance with Section IV. Subsection 1.1.3** is **\$XXXXX**.

4.3 For FY 2013-14, the monthly invoiced amount **in accordance with Section IV. Subsection 1.2.3** is **\$95,918**.

4.4 For FY 2014-15 (July 1, 2014 through June 30, 2015), the monthly invoiced amount **in accordance with Section V. Subsection 1.3.3** is **\$XXXXXX**.

4.5 For FY 2015-16 (July 1, 2015 through February 29, 2016), the monthly invoiced amount **in accordance with Section V. Subsection 1.4.3** is **\$XXXXXX**.

5.0 Upon COUNTY's request, CONTRACTOR shall provide detailed documentation for all undercharges/overcharges claimed on the

reconciliation invoice. If monthly payments differ from actual cost expenditures reported, COUNTY shall adjust future payment(s) to correct the under/overpayment. In no event shall COUNTY's maximum obligation under this CONTRACT exceed the funds appropriated by COUNTY for the purpose of this CONTRACT.

- 6.0 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total CONTRACT authorization under this CONTRACT. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
CONTRACT Management Division
Attention: Maria P. Rodriguez, County Contract Manager
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

- 7.0 This CONTRACT is valid and enforceable only if sufficient funds are made available by the State Budget Act of the applicable fiscal year for the purposes of this CONTRACT. In addition, this CONTRACT is subject to any additional restrictions, limitations or conditions enacted by the Legislature, which affect the provisions, terms, or funding of this CONTRACT in any manner
- 8.0 COUNTY's obligation is payable only and solely from funds appropriated for this purpose.
- 9.0 COUNTY may compensate Work Experience (WEX), GAIN Transitional Subsidized Employment (TSE)/Paid Work Experience (TSE/PWE) REP TSE, Subsidized Employment Services to DCFS ILP eligible participants, and any future subcontractors for allowable net costs incurred by subcontractor in performing services funded by WtW hereunder, pursuant to the subcontracts for WEX and TSE/PWE not to exceed the maximum amount as specified in Section V., MAXIMUM CONTRACT AMOUNT. However, to the greatest extent possible, nonfinancial subcontracts shall be pursued first.
- 10.0 CONTRACTOR/subcontractor certifies that the services being provided would not otherwise be available to participants free of charge in the absence of available Welfare-to-Work funding.
- 11.0 CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. CONTRACTOR should maintain their accounting system on an accrual basis of accounting.
- 12.0 All monthly invoices shall be the original invoices for actual costs and shall be submitted with the Monthly Management Report, due the last day of

the month for the prior month services, and sent to:

Department of Public Social Services
CONTRACT Management Division
Attention: Maria P. Rodriguez, County Contract Manager
12900 Crossroads Parkway South
City of Industry, California 91746

- 13.0 Upon COUNTY's review and approval of accurate invoices, COUNTY shall authorize payment and process the approved invoice for operational/administrative costs (refer to Exhibit C).
- 14.0 COUNTY may delay the last payment due hereunder until six months after the termination of the CONTRACT. CONTRACTOR shall be liable for payment on thirty days written notice of any offset authorized by the CONTRACT not deducted from any payment made by COUNTY to CONTRACTOR.
- 15.0 As this CONTRACT is awarded to a public agency, the CONTRACT payment will be subject to cost reimbursement requirements in accordance with the OMB Circulars A-87 and the Auditor Controller CONTRACT Accounting and Administration Handbook.
- 16.0 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of CONTRACTOR's performance, under the CONTRACT, except for any claims specifically described in detail in such release.
- 17.0 COUNTY shall have no requirement for payment other than as set forth in this CONTRACT.
- 18.0 CONTRACTOR shall advise COUNTY in writing of any substantive deviations or reallocation of line item costs from Exhibit B, CONTRACTOR's Budget. CONTRACTOR may, with COUNTY's written approval, reallocate funds among each of the major cost categories listed in Exhibit B, CONTRACTOR's Budget, to a maximum of 15 percent of each part, not to exceed the total CONTRACT amount. Reallocation of funds by CONTRACTOR by more than 15 percent between the major cost categories requires an amendment to this CONTRACT. In any event, such reallocations shall not result in any increase in the Maximum Contract Amount.
- 19.0 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this CONTRACT. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after

expiration/termination of this CONTRACT shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this CONTRACT.

- 20.0 Funds paid pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of CONTRACTOR.
- 21.0 In the event of allegations of fraud or abuse, COUNTY reserves the right to withhold ten percent (10%) of the CONTRACT amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the COUNTY Contract Manager that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.
- 22.0 COUNTY may withhold payments if CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any DPSS contracts that CONTRACTOR has with COUNTY. COUNTY shall require CONTRACTOR to pay and CONTRACTOR agrees to pay the full amount of CONTRACTOR liability to COUNTY or the State for such audit exceptions as were caused by CONTRACTOR, upon demand by COUNTY at any time after completion of the grievance procedures at CONTRACTOR level. COUNTY shall notify CONTRACTOR of any disallowed cost
- 23.0 Advance Payment Request and Adjustments for Previously Advanced Funds
 - 23.1 At COUNTY's sole discretion, funds may be advanced to CONTRACTOR during the first ten business days of the fiscal year or as soon as the COUNTY receives CalWORKs Single Allocation funding, whichever is later.

Advance funds shall be issued once per fiscal year and will cover payroll obligations for Subsidized Employment that are expected to be substantial during the implementation of the services in the CONTRACT.

The advancement of funds must be in compliance with all applicable rules and regulations including California Government Code Section 11019.5 which requests that advance funds are essential to effect the implementation of the program. Also, the advancement of funds should comply with California-DSS-MANUAL LETTER NO. OPS-89-01 which states that "Advances shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the contract." (CDSS Contracts regs., 27-901.4)

CONTRACTOR must provide all necessary information and documentation as required by the COUNTY to ensure compliance with all applicable rules and regulations. The Advance Request Invoice should be supported by complete documentation justifying the requested amount including information that is essential to affect the services in the CONTRACT. The documentation should provide for the projected number of participants and the associated costs necessary for carrying out the CONTRACT's scope of work.

CONTRACTOR shall comply with all applicable State and COUNTY regulations in regards to interest earned on advances. This may include maintaining separate bank accounts for cash advances and returning to the COUNTY any interest earned on the advances.

COUNTY reserves the right to reduce the advance amount at its own discretion.

23.1.1 For FY 2012-13, CONTRACTOR may request an advance not to exceed one-twelfth of the estimated Annual CONTRACT Amount for Subsidized Employment set forth in Section IV, Subsection 1.2.1. CONTRACTOR may request advanced funds during the first ten business of FY 2012-13 via an invoice clearly labeled "Advance Invoice."

Recoupment of all advanced funds for FY 2012-13 must begin three months prior to June 30, 2013. COUNTY may reserve the right to delay the payments of the billings received on May and June 2013 to ensure advances are fully recouped.

All advances must be reconciled by June 30, 2013. In the event that the invoice(s) for June 2013 are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by June 30, 2013.

23.1.2 For FY 2013-14, CONTRACTOR may request an advance not to exceed one-twelfth of the estimated Annual CONTRACT Amount for Subsidized Employment set forth in Section IV, Subsection 1.3.1. CONTRACTOR may request advanced funds during the first ten business of FY 2013-14 via an invoice clearly labeled "Advance Invoice."

Recoupment of all advanced funds for FY 2013-14 must begin three months prior to June 30, 2014. COUNTY may reserve the right to delay the payments of the billings received on May 2014 and June 2014 to ensure advances are fully recouped.

All advances must be reconciled by June 30, 2014. In the event that the invoice(s) for June 2014 are not sufficient to recoup the advanced funds, the CONTRACTOR shall pay the difference to the COUNTY by June 30, 2014.

23.1.3 For the period of July 1, 2014 through March 31, 2015, CONTRACTOR may request an advance not to exceed one-ninth of the estimated FY 2014-15 CONTRACT Amount for Subsidized Employment set forth in Section IV, Subsection 1.4.1., CONTRACTOR may request advanced funds during the first ten business of July 2014 via an invoice clearly labeled "Advance Invoice."

Recoupment of all advanced funds for the period of July 1, 2014 through March 31, 2015 must begin three months prior to March 31, 2015. COUNTY may reserve the right to delay the payments of the billings received on February 2015 and March 2015 to ensure advances are fully recouped.

23.1.4 CONTRACTOR may request an advance in addition to the advance within 10 days of the beginning CONTRACT year in special circumstances as approved by the COUNTY. This may include advances to On the Job Training Employers when needed to increase participation by employers.

24.0 Contractor shall be compensated as follows:

- A. CONTRACTOR shall be compensated **\$1,200** for each WtW, REP Participant placed into Subsidized Employment (excludes Work Study participant placements); and compensated an additional **\$400** for each WtW, REP Participant who achieves a 30-day retention in Full-time Unsubsidized Employment.
- B. CONTRACTOR shall be compensated **\$1,200** for each DCFS ILP eligible Participant, aged 16 up to 21, placed into Subsidized Employment; and compensated an additional **\$400** for each DCFS ILP eligible Participant, aged 18 up to 21, who achieves a 30-day retention in Full-time Unsubsidized Employment.

24.1 CONTRACTOR shall be the employer of record for all WtW participants placed into Subsidized Employment except for WtW participants placed in On-the-Job Training.

24.2 The placement payment shall not be made to the CONTRACTOR when the placement into Subsidized Employment is made in any of the DPSS GAIN Regional offices.

24.3 After the WtW Participant has completed his/her Subsidized Employment component, the CONTRACTOR shall place each WtW Participant into Full-time Unsubsidized Employment and this

employment must be retained for at least 30 days. Note: Full-time Unsubsidized Employment does not apply to ILP Participants ages 16 to 17.

25.0 On-the-Job Training (OJT) reimbursement

On-the-Job Training is subsidized employment in which a participant receives job skills training from an employer. The employer serves as the employer of record, pays wages and is reimbursed by the CONTRACTOR.

25.1 CONTRACTOR shall be compensated by COUNTY at a rate of \$550 per month for each WtW participant that is employed in OJT for 32 hours or more per week.

25.2 CONTRACTOR shall be compensated by COUNTY at a rate of \$350 per month for each WtW participant that is employed in OJT for 20-31 hours per week.

VII. **ADMINISTRATION OF CONTRACT - COUNTY**

COUNTY personnel referenced in this section are designated in Exhibit E of this CONTRACT, COUNTY Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

1.0 **COUNTY's Contract Administrator (CCA)**

The CCA is responsible for overseeing the day-to-day administration of this CONTRACT. The responsibilities of the CCA include:

- Ensuring that the objectives of this CONTRACT are met;
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements;
- Meeting with CONTRACTOR's Contract Manager on an as needed basis;
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR; and
- Informing the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the CONTRACT is awarded, and at any time thereafter a change of CCA is made.

COUNTY's CCA is not authorized to make any changes in any of the terms and conditions of this CONTRACT and is not authorized to further obligate COUNTY in any respect whatsoever.

VIII. **ADMINISTRATION OF CONTRACT - CONTRACTOR**

1.0 CONTRACTOR's Contract Manager

- 1.1 CONTRACTOR's Contract Manager must have a bachelor's degree in related field (e.g., social work, public administration, psychology, etc.) with two years' experience in the performance of case management services, or services substantially similar to the service required in this CONTRACT, **or** have a minimum three years of case management experience, or experience substantially similar to these services. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.
- 1.2 CONTRACTOR's Contract Manager shall be responsible for CONTRACTOR's day-to-day activities as related to this CONTRACT and shall coordinate with CCA on a regular basis.
- 1.3 CONTRACTOR's Contract Manager shall be responsible for activities described in Exhibit A to this CONTRACT, Statement of Work, Section 5.0, Specific Tasks.
- 1.4 In addition, CONTRACTOR is required to submit annually the documentation of its legal identity.

2.0 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Contract Manager.

3.0 CONTRACTOR's Certification of Bilingual Staff

CONTRACTOR shall provide adequate bilingual staff to provide the necessary services under this CONTRACT. CONTRACTOR must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specific non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

4.0 Other CONTRACTOR Personnel

- 4.1 CONTRACTOR shall ensure compliance with all items listed in Exhibit A to this CONTRACT, Statement of Work, Section 5.0.
- 4.2 CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this CONTRACT.

5.0 CONTRACTOR's Staff Identification

CONTRACTOR shall furnish and require every on-duty employee to wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on duty.

6.0 Background and Security Investigations

- 6.1 All CONTRACTOR staff performing work under this CONTRACT shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to perform services under this CONTRACT. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include, but not be limited to fingerprints submitted to the California Department of Justice.. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR's staff passes or fails the background clearance investigation.
- 6.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY CONTRACT at any time during the term of the CONTRACT. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through COUNTY conducted background clearance.
- 6.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that do not pass such investigation(s) to the satisfaction of COUNTY, whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.
- 6.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Subsection 6.0, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this CONTRACT.

IX. STANDARD TERMS AND CONDITIONS

1.0 Assignment and Delegation

- 1.1 CONTRACTOR shall not assign its rights or delegate its duties under this CONTRACT, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this section, COUNTY consent shall require a written amendment to the CONTRACT, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the

CONTRACT shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.

- 1.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the CONTRACT, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this CONTRACT.
- 1.3 Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the CONTRACT which may result in the termination of the CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

2.0 Authorization Warranty

CONTRACTOR represents and warrants that the person executing this CONTRACT for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this CONTRACT and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

3.0 Budget Reductions

In the event that COUNTY's Board of Supervisors adopts, in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the CONTRACT (including any extensions), and the services to be provided by CONTRACTOR under the CONTRACT shall be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions, except as set forth in the preceding sentence. CONTRACTOR shall continue to provide all of the services set forth in this

CONTRACT.

4.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this CONTRACT, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this CONTRACT, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this CONTRACT, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this CONTRACT upon which COUNTY may immediately terminate or suspend this CONTRACT.

Contractors certify that he/she and his/her principals are not debarred or suspended from federal financial assistance programs or activities."

5.0 Changes and Amendments of Terms

COUNTY reserves the right to change, through negotiation, any portion of the work required under the CONTRACT, or amend such other terms and conditions which may become necessary. Any such revision shall be accomplished in the following manner:

- 5.1 The COUNTY reserves the right to initiate Change Notices that do not affect the scope of work, term, CONTRACT amount, payments, or any other material term or condition included under this CONTRACT, a Change Notice shall be prepared and signed by the COUNTY Contract Administrator and CONTRACTOR's Contract Manager. Such changes shall be accomplished with an executed Change Notice signed by the COUNTY Contract Administrator and CONTRACTOR's Contract Manager.
- 5.2 For any revision which materially affects the scope of work or any term and condition included in the CONTRACT, a negotiated amendment to the CONTRACT shall be executed by the COUNTY Board of Supervisors and CONTRACTOR *except* as provided in

5.3, herein below.

5.3 The DPSS Director may prepare and sign *amendments* to the CONTRACT without further action by the COUNTY Board of Supervisors under the following conditions:

5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.

5.3.2 The amendment is for a decrease in the Maximum Contract Amount or the amendment is for an increase in the Maximum Contract Amount for increases or decreases in services and/or the amendment is to update terms so they reflect current COUNTY, State and/or Federal regulations and policies.

5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.

5.3.4 The Department of Public Social Services shall obtain the approval of the COUNTY Chief Executive Officer and COUNTY Counsel or his/her designee for an amendment to this CONTRACT.

5.3.5 Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within fifteen days after execution of each amendment.

5.3.6 COUNTY CONTRACT Administrator shall provide a copy of all amendments filed to CONTRACTOR within fifteen days after execution of each amendment.

5.4 The COUNTY Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the CONTRACT during the term of this CONTRACT. COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Administrative Officer. To implement such changes, an amendment to the CONTRACT shall be prepared and executed by CONTRACTOR and by COUNTY.

6.0 Charitable Contributions Certification

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit N, the COUNTY seeks to ensure that

all COUNTY CONTRACTORS which receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A CONTRACTOR which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either CONTRACT termination or debarment proceedings or both. (COUNTY Code Chapter 2.202).

7.0 Child Abuse/Elder Abuse Reporting/Fraud Reporting

- 7.1 CONTRACTOR staff working on this CONTRACT shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within twenty-four hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.
- 7.2 CONTRACTOR staff working on this CONTRACT shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. CONTRACTOR staff working on this CONTRACT shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 7.3 CONTRACTOR staff working on this CONTRACT shall also immediately report all suspected or actual welfare fraud situations to COUNTY.
- 7.4 CONTRACTOR staff working on this CONTRACT shall also immediately report all suspected or actual fraud situations by CONTRACTOR staff, contracted and subcontracted and subcontracted staff and direct service providers to COUNTY.

Any fraud allegations against CONTRACTOR staff, contracted and subcontracted staff and direct service providers shall be investigated by CONTRACTOR and all findings shall be reported to COUNTY.

8.0 Collective Bargaining CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), CONTRACTOR agrees to provide to COUNTY, upon request, a copy of any collective bargaining CONTRACT covering employees providing services under the CONTRACT.

9.0 Complaints

CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to WtW participant complaints. Within fifteen business days after CONTRACT effective date, CONTRACTOR shall provide COUNTY with CONTRACTOR's written policy for receiving, investigating and responding to user complaints

- 9.1 COUNTY will review CONTRACTOR's policy and provide CONTRACTOR with approval of said plan or with requested changes.
- 9.2 If the COUNTY CONTRACT Administrator (CCA) requests changes in CONTRACTOR's policy, CONTRACTOR shall make such changes and resubmit the plan within five business days.
- 9.3 If, at any time, CONTRACTOR wishes to change CONTRACTOR's policy, CONTRACTOR shall submit proposed changes to COUNTY for approval before implementation.
- 9.4 CONTRACTOR shall investigate all complaints and notify the CCA of the status of the investigation within five business days of receiving the complaint. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 9.5 Copies of all written responses shall be sent to the CCA within three business days of mailing to the complainant.

10.0 Completion of CONTRACT

If CONTRACTOR is to turn over its current operation to another vendor upon expiration or termination of the CONTRACT, for up to three months prior to the expiration of this CONTRACT, CONTRACTOR shall provide the consulting services of its CONTRACT Manager to the new vendor and to the COUNTY in order to ensure a smooth transition from CONTRACTOR-provided services to COUNTY or another vendor, without additional costs to COUNTY. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested all staffing reports and related documents. Prior to the expiration or termination of the CONTRACT, CONTRACTOR shall continue to process work timely and accurately so that the operation is current at the time of expiration or termination of the CONTRACT.

If CONTRACTOR fails to adhere to the above work and standards,

COUNTY shall have the right to withhold up to 100 percent of the last two months' payments owed to CONTRACTOR.

11.0 Compliance with Applicable Laws

11.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*
5. State Energy and Efficiency Plan [Title 24, California Administrative Code]
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]
10. Cost Principals for State, Local Governments, OMB Circular A-87
11. Cost Principals for Non-Profit Organizations, OMB Circular A-122
12. Audits of State, Local Governments, and Non-Profit Organizations, OMB Circular A-133

11.2 CONTRACTOR shall maintain all licenses required to perform the CONTRACT. CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination

11.3 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting or professional fees, arising from, connected with, or relating to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors,

to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR'S indemnification obligations under this paragraph, 11, shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission in each case, on behalf of COUNTY without COUNTY'S prior written approval.

12.0 Compliance with Civil Rights Law

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT. The CONTRACTOR shall comply with Exhibit J - CONTRACTOR's EEO Certification.

13.0 Compliance with the COUNTY's Jury Service Program

13.1 Jury Service Program.

This CONTRACT is subject to the provisions of COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H.

13.2 Written Employee Jury Service Policy.

13.2.1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury

Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the employee's regular pay the fees received for jury service.

13.2.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the CONTRACT, the subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the CONTRACT.

13.2.3 If CONTRACTOR is not required to comply with the Jury Service Program when the CONTRACT commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" as defined in this subsection, or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the CONTRACT and at its sole discretion, that CONTRACTOR demonstrate to COUNTY's satisfaction

that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

- 13.2.4 CONTRACTOR's violation of this Subsection of the CONTRACT may constitute a material breach of the CONTRACT. In the event of such material breach, COUNTY may, in its sole discretion, terminate the CONTRACT and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

14.0 Compliance with Wage and Hour Laws/Fair Labor Standards Act

CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by CONTRACTOR's employees for which COUNTY may be found jointly or solely liable.

15.0 Confidentiality

- 15.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.
- 15.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, etc. or subcontractors, to comply with this Section 15, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 15, shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide

COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, COUNTY Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

- 15.3 CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this CONTRACT.
- 15.4 CONTRACTOR shall sign and adhere to the provisions of the "CONTRACTOR Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 15.5 CONTRACTOR shall cause each employee performing services covered by this CONTRACT to sign and adhere to the provisions of the "CONTRACTOR Employee Acknowledgement and Confidentiality Agreement", Exhibit G2.

16.0 Conflict of Interest

- 16.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the CONTRACT, or any competing CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or have any other direct or indirect financial interest in the CONTRACT.

The CONTRACTOR represents and warrants that CONTRACTOR and its authorized officers have read and are familiar with the provisions of *Los Angeles COUNTY Code, Section 2.180,010, "Certain Contracts Prohibited,"* and that execution of the CONTRACT will not violate those provisions. The CONTRACTOR must sign and adhere to Exhibit I, "Invitation for Bids/Request for Proposals Grounds for Rejection".

The CONTRACTOR represents and warrants it did not, as an individual or firm or subsidiary of a firm, under CONTRACT, assist the COUNTY in the development and preparation of the Request for Proposals for the CONTRACT.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct

or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 16.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this CONTRACT. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 16.0 shall be a material breach of this CONTRACT.

17.0 Consideration of Hiring COUNTY Employees Targeted for Layoff

- 17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of the CONTRACT to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this CONTRACT.
- 17.2 The language in Subsection 17.1 shall be included in all direct service agreements between CONTRACTOR and any subcontracts during the life of this CONTRACT.

18.0 Consideration of GAIN or GROW, Refugee Employment Program (REP) Participants for Employment, and DCFS ILP Eligible Participants

- 18.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY's Department of Public Social Services' GAIN or GROW, REP Participants for Employment, and DCFS ILP eligible Participants who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW/REP Participants, by job category, to CONTRACTOR.
- 18.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.3 The language in Subsection 18.2 shall be included in all direct service agreements between the CONTRACTOR and any contracted subcontracts during the life of this CONTRACT.

19.0 CONTRACTOR's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby law. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. COUNTY's Department of Public Social Services will supply CONTRACTOR with the poster to be used. Also, information on how to receive the poster can be found on the Internet at www.babysafela.org.

20.0 CONTRACTOR Responsibility and Debarment

20.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the CONTRACT. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

20.2 Chapter 2.202 of the COUNTY Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the CONTRACT, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

20.3 Non-responsible CONTRACTOR

COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following:

(1) violated any term of a contract with COUNTY or a nonprofit corporation created by COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

20.4 CONTRACTOR Hearing Board

20.4.1 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

20.4.2 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

20.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

20.5 Review of Debarment Determination

20.5.1 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment

determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

20.5.2 The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.

20.5.3 The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

20.6 Subcontractors of CONTRACTOR

These terms shall also apply to subcontractors of COUNTY contractors.

21.0 **CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program**

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through CONTRACT are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting CONTRACTOR's duty under this CONTRACT to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this CONTRACT maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

22.0 COUNTY's Quality Assurance Plan

COUNTY or its agent will evaluate CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the CONTRACT in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT.

23.0 Disputes

Any disputes between COUNTY and CONTRACTOR regarding the performance of services reflected in this CONTRACT shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

24.0 Disclosure of Information/Publicity

CONTRACTOR shall not disclose any details in connection with this CONTRACT to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit CONTRACTOR from publicizing its role under the CONTRACT within the following conditions:

24.1 CONTRACTOR shall develop all publicity material in a professional manner.

- 24.2 During the course of performance on this CONTRACT, CONTRACTOR, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of COUNTY without the prior written consent of the CCA. The COUNTY shall not unreasonable withhold consent.

In no event shall CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.

- 24.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales materials that it has been awarded this CONTRACT with the COUNTY of Los Angeles, provided, however, that the requirements of this Subsection 24.0 shall apply.

25.0 Employment Eligibility Verification

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this CONTRACT are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure documentation and verification of employment eligibility from all CONTRACTOR personnel in accordance with the applicable provisions of State and Federal law. CONTRACTOR shall retain all such documentation for all covered employees from the period prescribed by law.

26.0 Employee Safety

CONTRACTOR will assure that CONTRACTOR's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

27.0 Fiscal Accountability

27.1 Fiscal Policies/Procedures

Expenditures made by CONTRACTOR in operation of this CONTRACT shall be in compliance and conformity with Title 29 Code of Federal Regulation (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Office of Management and Budget (OMB) Circular

A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-profit Organizations, OMB Circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, hospitals, and other Non-profit Organizations. CONTRACTOR is responsible for obtaining the most recent version of the CRF and circulars.

27.2 Federal Temporary Aid to Needy families (TANF) Regulations

CONTRACTOR agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed. Reg., Section 263.11, page 17839.

28.0 Force Majeure

8.31.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.31.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.31.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Contract is

terminated.

29.0 Governing Law, Jurisdiction and Venue

29.1 This CONTRACT shall be governed by and construed in accordance with the laws of the State of California.

29.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this CONTRACT shall be interpreted, and the parties' duties and obligations under this CONTRACT shall be consistent with, any amendment to any applicable statute, regulation or other law which occurs after the effective date of this CONTRACT.

29.3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this CONTRACT and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California.

30.0 Government Observations

CONTRACTOR shall permit all authorized Federal, State, COUNTY and/or research personnel, in addition to departmental CONTRACTING staff, to observe performance, activities, or review documents required under this CONTRACT at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

31.0 Indemnification

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this CONTRACT, except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities

32.0 Independent CONTRACTOR Status

This CONTRACT is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of

one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this CONTRACT all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

CONTRACTOR understands and agrees that all persons performing work pursuant to this CONTRACT are, for purposes of Workers' Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this CONTRACT.

CONTRACTOR shall adhere to the provisions stated in Section VIII, Subsection 15.0 Confidentiality.

33.0 Insurance

Without limiting CONTRACTOR's indemnification of COUNTY, and in the performance of this CONTRACT and until all of its obligations pursuant to this CONTRACT have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 33 of this CONTRACT. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this CONTRACT. The COUNTY in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this CONTRACT.

33.1 Evidence of Coverage and Notice to COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this CONTRACT.
- Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified

copies of any required CONTRACTOR and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this CONTRACT by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this CONTRACT. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY's failure to obtain, nor the COUNTY's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

COUNTY of Los Angeles
Department of Public Social Services
CONTRACT Services Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attention: Melissa Garcia, Supervising Contract Administrator

CONTRACTOR also shall promptly report to COUNTY any injury or property damage accident or incident, including any injury to a CONTRACTOR employee occurring on COUNTY property, and any loss, disappearance, destruction, misuse, or theft of COUNTY property, monies or securities entrusted to CONTRACTOR. CONTRACTOR also shall promptly notify COUNTY of any third party claim or suit filed against CONTRACTOR or any of its subcontractors which arises from or relates to this CONTRACT, and could result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

33.2 Additional Insured Status and Scope of Coverage

The COUNTY of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured

status under CONTRACTOR's General Liability policy with respect to liability arising out of CONTRACTOR's ongoing and completed operations performed on behalf of the COUNTY. COUNTY and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR's acts or omissions, whether such liability is attributable to the CONTRACTOR or to the COUNTY. The full policy limits and scope of protection also shall apply to the COUNTY and its Agents as an additional insured, even if they exceed the COUNTY's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

33.3 Cancellation of or Changes in Insurance

CONTRACTOR shall provide COUNTY with, or CONTRACTOR's insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the CONTRACT, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this CONTRACT.

33.4 Failure to Maintain Insurance

CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the CONTRACT, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this CONTRACT. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement.

33.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the COUNTY with A.M. Best ratings of not less than A:VII unless otherwise approved by COUNTY.

33.6 CONTRACTOR's Insurance Shall Be Primary

CONTRACTOR's insurance policies, with respect to any claims related to this CONTRACT, shall be primary with respect to all other sources of coverage available to CONTRACTOR. Any COUNTY maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR coverage.

33.7 Waivers of Subrogation

To the fullest extent permitted by law, the CONTRACTOR hereby waives its rights and its insurer(s)' rights of recovery against COUNTY under all the Required Insurance for any loss arising from or relating to this CONTRACT. The CONTRACTOR shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

33.8 Subcontractor Insurance Coverage Requirements

CONTRACTOR shall include all subcontractors as insureds under CONTRACTOR's own policies, or shall provide COUNTY with each subcontractor's separate evidence of insurance coverage. CONTRACTOR shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the COUNTY and CONTRACTOR as additional insureds on the subcontractor's General Liability policy. CONTRACTOR shall obtain COUNTY's prior review and approval of any subcontractor request for modification of the Required Insurance.

33.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR's policies shall not obligate the COUNTY to pay any portion of any CONTRACTOR deductible or SIR. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate policy deductibles and SIRs as respects the COUNTY, or to provide a bond guaranteeing CONTRACTOR's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

33.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this CONTRACT. CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following CONTRACT expiration, termination or cancellation.

33.11 Application of Excess Liability Coverage

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

33.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

33.13 Alternative Risk Financing Programs

The COUNTY reserves the right to review, and then approve, CONTRACTOR use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The COUNTY and its Agents shall be designated as an Additional Covered Party under any approved program.

33.14 COUNTY Review and Approval of Insurance Requirements

The COUNTY reserves the right to review and adjust the Required Insurance provisions, conditioned upon COUNTY's determination of changes in risk exposures.

33.15 INSURANCE COVERAGE REQUIREMENTS

33.15.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming COUNTY and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

33.15.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$5 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR's use of autos pursuant to this CONTRACT, including owned, leased, hired, and/or non-owned autos, as each may

be applicable.

33.15.3 Workers Compensation and Employers' Liability
insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

33.15.4 Property Coverage: Contractors given exclusive use of County owned or leased property shall carry coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

34.0 Liquated Damages

34.1 If, in the judgment of the Director, or his/her designee, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

34.2 If the Director, or his/her designee, determines that there are

deficiencies in the performance of this CONTRACT that the Director deems are correctable by CONTRACTOR over a certain time span, the Director will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

- a. Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the Monthly CONTRACT Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, and that CONTRACTOR shall be liable to COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY's payment to CONTRACTOR; and/or
- c. Upon giving ten days notice for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

34.3 The action noted in Paragraph 34.2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this CONTRACT.

34.4 This Subsection 34.0 shall not, in any manner, restrict or limit COUNTY's right to damages for any breach of this CONTRACT provided by law or as specified in the Exhibit A, Statement of Work, Section 6.0, Performance Requirements Summary and Technical Exhibit 1, Performance Requirements Summary Chart, or in CONTRACT Section VIII, Subsection 34.2, and shall not, in any manner, restrict or limit COUNTY's right to terminate this CONTRACT as agreed to herein.

35.0 Most Favored Public Entity

If CONTRACTOR's prices decline, or should CONTRACTOR at any time during the term of this CONTRACT provide the same goods or services

under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this CONTRACT, then such lower prices shall be immediately extended to COUNTY.

36.0 Nondiscrimination and Affirmative Action

36.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

36.2 CONTRACTOR shall certify to and comply with the provisions of the, CONTRACT, Exhibit J, and CONTRACTOR's Equal Employment Opportunity (EEO) Certification.

36.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during

employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

36.4 CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

36.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program, or activity supported by this CONTRACT.

36.6 CONTRACTOR shall allow COUNTY representatives access to

CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Subsection 36.0 when so requested by COUNTY.

- 36.7 If COUNTY finds that any of provisions of Subsection 36.0 have been violated, such violation shall constitute a material breach of CONTRACT upon which COUNTY may determine to cancel, terminate, or suspend this CONTRACT. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of the CONTRACT have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State EEO laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this CONTRACT.
- 36.8 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this CONTRACT, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this CONTRACT.

37.0 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This CONTRACTOR shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

38.0 Notices

38.1 Notice of Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party. The other party shall respond within one (1) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

38.2 Notice of Meetings

CONTRACTOR shall provide appropriate levels of staff at all

meetings requested by COUNTY. COUNTY will give five business days prior notice to CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with COUNTY, as needed, with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

38.3 Delivery of Notices

Delivery of notices shall be in writing and accomplished by e-mail, facsimile, hand-delivery with signed receipt, mailing by First Class Registered or Certified mail to the addresses listed in Paragraph 38.4 or 38.5 as applicable. The Director, or his/her designee, shall have authority to issue all notices required or permitted by COUNTY under this CONTRACT.

38.4 Notices to CONTRACTOR

Any such notice and the envelope containing same shall be addressed to CONTRACTOR at its place of business:

City of Inglewood
South Bay Workforce Investment Board
Attention: Jan Vogel, Director
11539 Inglewood Blvd., 5th Floor
Inglewood, CA 90250

38.5 Notices to COUNTY

Notices and envelopes containing same to COUNTY shall be addressed to:

Department of Public Social Services
CONTRACT Management Division
Attention: Jake Ross, County Contract Manager
12900 Crossroads Parkway South, 2nd Floor,
City of Industry, California 91746

38.6 Changes of Address

Either party can designate a new address by giving ten days prior written notice thereof to the other party.

38.7 Termination Notices

In the event of suspension or termination of the CONTRACT by

COUNTY, written notices may be provided by First Class Registered or Certified Mail, by facsimile, or my personal delivery to any CONTRACTOR employee or agent who may reasonably be expected to be authorized to accept notice for CONTRACTOR.

39.0 Notice of Disputes

The CONTRACTOR shall bring to the attention of the COUNTY's Project Manager and/or COUNTY's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this CONTRACT. If the COUNTY's Project Manager or COUNTY's Project Director is not able to resolve the dispute, the Director of DPSS or designee shall resolve it.

40.0 Notice to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit L, hereunder).

41.0 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit M (Safely Surrendered Baby Law) of this CONTRACT and is also available on the Internet at www.babysafela.org for printing purposes.

42.0 Ownership of Data/Equipment

COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by CONTRACTOR pursuant to this CONTRACT.

COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by COUNTY or purchased by CONTRACTOR with COUNTY funds, pursuant to this CONTRACT.

43.0 Performance Requirements

If CONTRACTOR fails to meet the CONTRACT requirements as specified in Exhibit A, Statement of Work, Section 6.0, Performance Requirements Summary (PRS) and in Technical Exhibit 1, Performance Requirements Summary Chart hereunder, COUNTY may take actions specified in the

Statement of Work for deficiencies and failures of performance. Failure of CONTRACTOR to take corrective action to cure said discrepancies within the time frames stated in the Statement of Work may result in COUNTY applying the provisions of CONTRACT Section VII, Subsection 54, Termination for Default of the CONTRACTOR. Further, CONTRACT Section VII, Subsection 54, shall not in any manner restrict or limit COUNTY's right to terminate this CONTRACT for convenience per CONTRACT Section VII, Subsection 53.

44.0 Prohibition Against Inducement or Persuasion

CONTRACTOR and COUNTY agree that, during the term of this CONTRACT and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

45.0 Proprietary Rights

45.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this CONTRACT shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.2 Notwithstanding any other provision of this CONTRACT, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this CONTRACT, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Subsection. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this CONTRACT, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

45.3 Any materials, data and information not developed under this CONTRACT, which CONTRACTOR considers to be proprietary

and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL."

- 45.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 45.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 45.5 Notwithstanding any other provision of this CONTRACT, COUNTY shall not be obligated in any way under Subsection 45.4 for:
 - 45.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 45.3;
 - 45.5.2 Any materials, data and information covered under Subsection 45.2; and
 - 45.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 45.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this CONTRACT. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 45.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 45.8 The provisions of Subsections 45.5, 45.6, and 45.7 shall survive the expiration or termination of this CONTRACT.

46.0 Records

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support

all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Subsection 47.0, Records Retention and Inspection, herein below.

47.0 Records Retention and Inspection

- 47.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this CONTRACT in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this CONTRACT. CONTRACTOR agrees that COUNTY, State, or Federal governments, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this CONTRACT. COUNTY reserves the right to conduct record inspection and audits relating to this CONTRACT with no advance notification to CONTRACTOR. All such material, including, but not limited to, all financial records, supporting documents, statistical records, time cards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to COUNTY, State or Federal authorities during the term of this CONTRACT and for a period of five years thereafter. If before the expiration of that five (5) year time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to exercise its rights under this Section.
- 47.2 In the event that an audit of CONTRACTOR is conducted specifically regarding this CONTRACT by any Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within 30 days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this CONTRACT. Subject to applicable law, COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 47.3 Failure on the part of CONTRACTOR to comply with any of the provisions of this Subsection 47.0 shall constitute a material breach of this CONTRACT upon which COUNTY may terminate or suspend this CONTRACT.

- 47.4 If, at any time during the term of this CONTRACT or within five years after the expiration or termination of this CONTRACT, representatives of COUNTY conduct an audit of CONTRACTOR regarding the work performed under this CONTRACT, and if such audit finds that COUNTY's dollar liability for any such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: a) repaid by CONTRACTOR to COUNTY by cash payment upon demand or b) at the sole option of COUNTY's Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this CONTRACT or otherwise. If such audit finds that COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this CONTRACT exceed the Maximum Contract Amount.
- 47.5 CONTRACTOR agrees that COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this CONTRACT at no cost to COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by CONTRACTOR for a period of five years after the term of this CONTRACT, or until audited, whichever is longer. COUNTY may require specific records be retained longer than five years when there is outstanding litigation, unresolved disputes or any audit.

48.0 Recycled Bond Paper

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this CONTRACT.

49.0 Removal of Personnel

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. COUNTY shall have the right, at its sole discretion, to require CONTRACTOR to remove any employee from the performance of services under this CONTRACT. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm an oral request in writing.

50.0 Shred Documents

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this CONTRACT must be shredded and not put in trash containers when CONTRACTOR disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 47.0, Records Retention and Inspection, of the CONTRACT are to be maintained for a period of five years or longer if required by law.

51.0 Subcontracting

51.1 CONTRACTOR may subcontract, upon COUNTY's written approval, for Community Service and Work Experience providers.

51.2 Any attempt by CONTRACTOR to subcontract any performance of the terms of this CONTRACT without the express written consent of COUNTY shall be null and void and shall be deemed a material breach of the terms of the CONTRACT. In the event of such a breach, the CONTRACT may be terminated forthwith. COUNTY's determination of whether to approve CONTRACTOR's request to subcontract shall be at the sole discretion of COUNTY.

51.3 Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under the CONTRACT, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowable of any cost under the CONTRACT. In no event shall approval of any subcontract by COUNTY be construed as affecting any increase in the amount provided for in the CONTRACT.

51.4 If CONTRACTOR wishes to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY's request:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a

minority, women-owned, disadvantaged, or disabled veteran's business enterprise;

4. A resume of the potential subcontractor's background and experience.

- 51.5 In the event that COUNTY should consent to subcontracting, CONTRACTOR shall include, in all subcontracts, the following provision: *"This CONTRACT is a subcontract under the terms of a prime CONTRACT with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*
- 51.6 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will satisfy applicable State laws and regulations, including *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615*. COUNTY's approval of a subcontractor shall not be construed as waiving CONTRACTOR as the sole responsible party obligated to ensure that all subcontractors are chosen based upon all applicable federal, state and COUNTY rules, regulations and policies.
- 51.7 CONTRACTOR may subcontract, upon COUNTY pre-approval, with a subcontractor to provide ongoing assessment, job development and placement management services to GAIN participants, giving priority to those participants who have reached the 5-year time limit.
- 51.8 If Subcontracting for Vocational Education and Employment Training Services, CONTRACTOR shall utilize existing providers procured through the Interstate Training Resource and Information Network (I-TRAIN) system that is developed and maintained by CONTRACTOR.
- 51.9 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Contractor and subcontractor in the same manner and to the same degree as if such subcontractor(s) were CONTRACTOR employees.
- 51.10 CONTRACTOR shall remain fully responsible for all performances required of it under this CONTRACT, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY's approval of CONTRACTOR's proposed subcontract
- 51.11 COUNTY's consent to subcontract shall not waive COUNTY's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this CONTRACT. CONTRACTOR is responsible to notify its subcontractors of this

COUNTY right.

51.12 COUNTY's CONTRACT Administrator is authorized to act for and on behalf of COUNTY with respect to approval of any subcontract and subcontractor employees.

51.13 CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding COUNTY's consent to subcontract

51.14 CONTRACTOR shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by COUNTY from each approved subcontractor. CONTRACTOR shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder.

Department of Public Social Services
CONTRACT Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attn: Jake Ross, County Contract Manager

52.0 Termination for Breach of Warranty to Maintain Compliance With COUNTY's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Subsection 21.0, "CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute default under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this CONTRACT pursuant to Subsection 54.0 "Termination for Default of the CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

53.0 Termination for Convenience of COUNTY

53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) calendar days after the notice is sent.

- 53.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 47.0, Record Retention AND Inspection/Audit Settlement.

54.0 Termination for Default of CONTRACTOR

- 54.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this CONTRACT, if, in the judgment of COUNTY CONTRACT Management Director:
- 54.1.1 CONTRACTOR has materially breached this CONTRACT;
- 54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this CONTRACT, including but not limited to the Exhibit A to this CONTRACT, Statement of Work; or
- 54.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this CONTRACT, or of any obligations of this CONTRACT and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.
- 54.2 In the event COUNTY terminates this CONTRACT in whole or in part as provided in Paragraph 54.1, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any and all excess costs incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this CONTRACT to the extent not terminated under the provisions of this Subsection.

- 54.3 Except with respect to defaults of any subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Paragraph 54.2 if its failure to perform this CONTRACT arises out of causes beyond the control and without the fault of negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Paragraph 54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 54.4 If, after COUNTY has given Notice of Termination under the provisions of this Subsection 54.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Subsection 54.0 or that the default was excusable under the provisions of paragraph 54.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Subsection 53.0, Termination For Convenience of COUNTY.
- 54.5 In the event COUNTY terminates this CONTRACT in its entirety due to CONTRACTOR's default as provided in Paragraph 54.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of paragraph 54.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's CONTRACT sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of the COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY,

whether under this CONTRACT or otherwise.

These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this CONTRACT, and CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 31.0 – Indemnification.

- 54.6 The rights and remedies of COUNTY provided in this Subsection 54.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

55.0 Termination for Improper Consideration

- 55.1 The COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this CONTRACT or securing favorable treatment with respect to the award, amendment or extension of this CONTRACT or the making of any determinations with respect to CONTRACTOR's performance pursuant to this CONTRACT. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 55.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud (800) 544-6861.
- 55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

56.0 Termination for Insolvency

- 56.1 COUNTY may terminate this CONTRACT forthwith in the event of the occurrence of any of the following:
- 56.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the

means of the Federal Bankruptcy Code;

56.1.2 The filing of a voluntary or involuntary petition formally requesting the protection of bankruptcy laws regarding CONTRACTOR under the Federal Bankruptcy Code;

56.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or

56.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

56.2 The rights and remedies of COUNTY provided in this Subsection 56.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

57.0 Termination for Non-Adherence of COUNTY Lobbyist Ordinance

CONTRACTOR, and each COUNTY Lobbyist or COUNTY Lobbying firm as defined in COUNTY Code Section 2.160.010 retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY Lobbyist or COUNTY Lobbying firm retained by CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this CONTRACT, upon which COUNTY may in its sole discretion, immediately terminate or suspend this CONTRACT.

58.0 Termination for Non-Appropriation of Funds

COUNTY's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year. COUNTY shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

59.0 Timely Completion

Time is of the essence with regards to CONTRACTOR's performance of any task, deliverables, goods, services, or other work as specified in the CONTRACT. All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this CONTRACT are subject to review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event

this CONTRACT is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by DPSS, upon demand by COUNTY.

60.0 Validity

If any provision of this CONTRACT or the application thereof to any person or circumstance is held invalid, the remainder of this CONTRACT and the application of such provision to other persons or circumstances shall not be affected thereby.

Verbal Discussions

The CONTRACT Manager, or alternate, designated in writing to act in CONTRACTOR's behalf shall be available to respond to COUNTY's verbal inquiries within twenty-four (24) hours.

62.0 Waiver

No waiver by the COUNTY of any breach of any provision of this CONTRACT shall constitute a waiver of any other breach of said provision or any other provision of this CONTRACT. Failure of COUNTY to enforce, at any time or from time to time, any provision of this CONTRACT, shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 62.0 are not exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

63.0 Warranty

CONTRACTOR warrants that all services performed hereunder will comply with Exhibit A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed. CONTRACTOR shall, within twenty-four hours after oral or written notice from COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to COUNTY.

64.0 Warranty Against Fees

- 64.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon a CONTRACT or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling

agencies maintained or employed by CONTRACTOR for the purpose of securing business.

- 64.2 For breach or violation of this warranty, COUNTY shall have the right to terminate this CONTRACT and, at its sole discretion, deduct from the CONTRACT price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

65.0 Warranty of Compliance with COUNTY Defaulted Property Tax Reduction Program

65.1 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through CONTRACT are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

Unless CONTRACTOR qualifies for an exemption or exclusion, CONTRACTOR warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this CONTRACT will maintain compliance, with Los Angeles COUNTY Code Chapter 2.206.

65.2 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 65 "Warranty of Compliance with COUNTY's Defaulted Property Tax Reduction Program" shall constitute default under this CONTRACT. Without limiting the rights and remedies available to COUNTY under any other provision of this CONTRACT, failure of CONTRACTOR to cure such default within 10 days of notice shall be grounds upon which COUNTY may terminate this CONTRACT and/or pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.206.

66.0 Compliance with Auditor Controller CONTRACT Accounting and Administration Handbook

The Los Angeles COUNTY Auditor-Controller CONTRACT Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/contracts. CONTRACTOR shall comply

at a minimum with the requirements set forth in the CONTRACT Accounting and Administration Handbook.

67.0 Injury & Illness Prevention Program (IIPP)

CONTRACTOR shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

68.0 Damage to COUNTY Facilities, Buildings or Grounds

CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings or grounds caused by CONTRACTOR or employees or agent of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY. For such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this CONTRACT to be subscribed on its behalf by the Director of the Department of Public Social Services or her designee and the CONTRACTOR has subscribed the same through its authorized officer, as of _____ day of _____ 2013. The persons signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTOR

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

CITY OF INGLEWOOD

By _____
XXXXXXXXXX, City Manger

APPROVED AS TO FORM:

APPROVED

By _____
XXXXXXX, Attorney at Law

By _____
XXXXXXXXXXXX, City Attorney

APPROVED AS TO FORM:

JOHN KRATTLI, COUNTY COUNSEL

By _____
Melinda White-Svec, Deputy County Counsel

EXHIBIT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK

Table of Contents

Section	Page
PREAMBLE	64
1.0 GENERAL	65
1.1 Scope of Work	65
1.2 Key COUNTY Personnel	66
1.3 Key CONTRACTOR Personnel	66
1.4 Quality Control	67
1.5 COUNTY's Quality Assurance Plan	67
1.6 Attendance At and Notice of Meetings	69
1.7 Hours of Operation	69
2.0 DEFINITIONS	70
3.0 COUNTY FURNISHED ITEMS	78
3.1 Equipment	78
3.2 Inventory of Equipment	78
3.3 Maintenance Repair and Replacement	78
3.4 Materials	79
3.5 Services	79
4.0 CONTRACTOR FURNISHED ITEMS	80
4.1 Civil Rights Complaint Procedures	80
4.2 Equipment	80
4.3 Facilities	80
4.4 Materials	80
4.5 Personnel	81
4.6 Security	81
4.7 Supplies	81
4.8 Training	81
5.0 SPECIFIC TASKS	83
6.0 Performance Requirements Summary	93
TECHNICAL EXHIBITS	97
- Technical Exhibit 1, Performance Requirements Summary (PRS)	97
- Technical Exhibit 2, Contract Discrepancy Report	103
- Technical Exhibit 3, Monthly Management Report	104

PREAMBLE

The COUNTY of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's Strategic Plan Mission, Values, Goals and performance outcomes.

The COUNTY's vision is to improve the quality of life in the COUNTY by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the COUNTY's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the COUNTY Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall provide, except as specified in Exhibit A, Section 3.0, COUNTY FURNISHED ITEMS, hereunder, all personnel, equipment and materials, general supervision and other items or services necessary to provide direct services to update and maintain DPSS' computerized GEARS inventories of vocational education and training community services subcontractors.
- 1.1.2 CONTRACTOR shall develop a screening process to evaluate providers based on the type of services offered and funding sources available, if any, prior to placing them on GEARS. These services shall be provided but not limited to Vocational Educational Training, Vocational English-as-a-Second Language (VESL) and Remedial Education which includes Adult Basic Education, General Education Diploma, High School Diploma and English as a Second Language.
- 1.1.3 CONTRACTOR shall provide intermediary services by administering and subcontracting with providers who will provide non-salaried work experience, community services, work study in public agencies, and Transitional Subsidized Employment (TSE) to Welfare-to-Work (WtW) participants to include job and work behavioral skills. The specific goal of these services is unsubsidized employment that will lead to self-sufficiency for WtW participants.
 - 1.1.3.1 Home Based Businesses are not allowed to participate under this Contract. All businesses working under this Contract are required to complete under penalty of perjury a questionnaire to truthfully disclose their type of business. CONTRACTOR shall routinely conduct random site visits to ensure that all businesses are in compliance with this contract requirement and shall immediately take necessary actions to terminate the contract with any business found in violation of this requirement.
 - 1.1.3.2 COUNTY will screen and recruit Welfare-to-Work Participants in preparation of submittal of TSE and Vocational Services referrals to CONTRACTOR and or its subcontractors.
 - 1.1.3.3 DCFS in partnership with the Probation Department, will screen and recruit ILP eligible youth and submit TSE referrals to CONTRACTOR and or its subcontractors.
 - 1.1.3.4 Contracted providers will screen and recruit refugee Participants and submit TSE and Vocational Services

referrals to CONTRACTOR and or its subcontractors.

1.2 Key COUNTY Personnel

1.2.1 COUNTY CONTRACT Administrator (CCA)

COUNTY will designate one person who will act as the CCA for COUNTY on all policies, procedures, requirements, performance, and information pertaining to the CONTRACT. Specifically, the CCA or alternate shall:

- 1.2.1.1 Have full authority to monitor CONTRACTOR's performance in the daily operation of this CONTRACT.
- 1.2.1.2 Provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 Not be authorized to make any changes in the Standard Terms and Conditions of the CONTRACT and shall not be authorized to obligate COUNTY in any way whatsoever.
- 1.2.1.4 Inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the CONTRACT is awarded, and at any time thereafter a change of the CCA is made.

1.3 Key CONTRACTOR Personnel

1.3.1 CONTRACT Manager

CONTRACTOR shall provide a CONTRACT Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this CONTRACT. The CONTRACT Manager and alternate shall be identified, in writing, prior to CONTRACT award and at anytime thereafter when a change of CONTRACT Manager or alternate is made. CONTRACT Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the CONTRACT Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for CONTRACTOR on all CONTRACT matters relating to the daily operation of this CONTRACT.
- 1.3.1.2 Be available during work hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.

- 1.3.1.3 Be able to read, write, speak, and understand English fluently.
- 1.3.1.4 Have a bachelor's degree in related field (e.g., social work, public administration, psychology, etc.) with two years' experience in the performance of case management services, or services substantially similar to the service required in this CONTRACT, **or** have a minimum three years of case management experience, or experience substantially similar to these services. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Contract Manager.

1.3.2 CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide and ensure there is sufficient staff with professional background, experience and expertise to provide the services required in this Statement of Work.
- 1.3.2.2 CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure COUNTY a consistently high level of service throughout the term of this CONTRACT. The QCP, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the CONTRACT start date, with revisions submitted as changes occur. Revisions will be due within ten business days of CCA's request. The QCP shall include, but not be limited to, the following.

- 1.4.1 Method for assuring that staff rendering services under the CONTRACT has the necessary qualifications;
- 1.4.2 Method and frequency of monitoring to ensure that CONTRACT requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed, including subcontractors' performance;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections and problem resolutions conducted by CONTRACTOR, the corrective action taken, the time a problem is first

identified, a clear description of the problem and the time elapsed between identification of the problem and completed corrective action. Said record shall be provided to COUNTY upon request;

- 1.4.6 Method for providing continuing services to COUNTY in the event of a strike, or other labor action, of CONTRACTOR's or Subcontractor's employees;
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this CONTRACT;
- 1.4.8 Monitoring methods to be used include, but not limited to:
 - 1.4.8.1 Random sampling;
 - 1.4.8.2 100% review;
 - 1.4.8.3 Participant complaints;
 - 1.4.8.4 Participant surveys;
 - 1.4.8.5 Participant interviews; and/or
 - 1.4.8.6 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY's Quality Assurance Plan

- 1.5.1 COUNTY or its agent will evaluate CONTRACTOR's performance under this CONTRACT on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all CONTRACT terms and performance standards. CONTRACTOR's deficiencies, which COUNTY determines are severe or continuing and may place performance of the CONTRACT in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this CONTRACT or impose other penalties as specified in this CONTRACT (refer to Part VIII, Subsection 34.0, Liquidated Damages, herein above, and Exhibit I to Statement of Work Technical, Section 6.0, Performance Requirements Summary).
- 1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a CONTRACT Discrepancy Report (see Exhibit A, Technical Exhibit 2) to Statement of Work Technical Exhibit 6.1, hereunder) is issued at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.5.3 Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the

EXHIBIT A – Statement of Work

Contract Manager not concur with the action items, she/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure by the Contract Manager to submit said statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

1.5.4 Upon advance notice, either COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.5.5 CONTRACT Discrepancy Reports

1.5.5.1 Verbal notification, followed by written notification, of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a CONTRACT discrepancy is identified. The problem shall be resolved by the Contract Manager by a time period determined by COUNTY.

1.5.5.2 CCA will determine whether a formal CONTRACT Discrepancy Report shall be issued (see Exhibit A, Technical Exhibit 2) Upon receipt of the document, CONTRACTOR is required to respond, in writing, to the CCA within five business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CONTRACT Discrepancy Report shall be submitted within ten (10) business days.

1.6 **Attendance At and Notice of Meetings**

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 **Hours Of Operation**

1.7.2 CONTRACTOR shall be available Monday through Friday, from the work hours of 8:00 a.m. to 5:00 p.m., to provide services as specified under the terms of this CONTRACT, respond to COUNTY inquiries and provide services to COUNTY during work hours pursuant to the Scope of Work hereunder.

1.7.3 CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the CONTRACT is approved, and at the

beginning of each calendar year.

- 1.7.4 Contract Manager or alternate, as designated in writing, shall be available to respond to COUNTY inquiries within twenty-four (24) hours.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

A measure to express the allowable variance from a CONTRACT Standard, before COUNTY will determine a specific service is unacceptable. The AQL does not imply that it is acceptable to vary from the CONTRACT Standards, or that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact that defective performance sometimes happens unintentionally. However, the COUNTY expects expert professional services to be provided at all times.

2.2 Assessment

An objective Assessment of all referred Independent Living Program (ILP) TSE applicants to include basic math, and literacy skills; educational status; barriers and service needs. The Assessments help to determine career interest, scholastic aptitude, and employment readiness.

2.3 Bureau of Workforce Services (BWS)

A bureau within DPSS charged with the responsibility of the oversight of the operations and administration of GAIN regional operations.

2.4 CalWORKs

Acronym for “California Work Opportunity and Responsibility to Kids” which is the State of California’s time limited Federal TANF assistance program for needy families designed to assist them to transition from welfare to self-sufficiency.

2.5 CalWORKs and GAIN Division

A division within DPSS, with responsibility for the WtW/GAIN and REP program administration. This division is responsible for the development and updating of the Los Angeles COUNTY GAIN plan and provision of technical assistance to other agencies and CONTRACTORS to ensure program requirements are met.

2.6 Chafee Foster Care Independence Program

The Chafee Foster Care Independence Program is a federal law that mandates states to provide funds, support, and resources to dependent and delinquent foster youth ages 16 up to 21. This program was established to improve outcomes for youth exiting foster care. Prior to this law, a significant number of youth who aged out of care at 18 were homeless and unemployed at one time or another.

2.7 Classroom Training

Training in a classroom setting which can include instruction/training for a specific occupation, or skills for employment in general such as; work behavior, English and basic math instruction. Upon approval from the County, the training can be provided by community colleges, adult education centers, Subcontractors, non-profit organizations, private-for-profit vocational schools.

2.8 Community Based Organization Training Vendor Directory (CTVD)

The third tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Inglewood for the Southern California Region. CTVD is an approved list of community-based organizations offering vocational training programs.

2.9 Community College

Two-year institutions of higher learning that provide vocational training and academic curricula. Admission is open to all students who have graduated from an accredited high school, or passed the California High School Proficiency Exam, or are 18 years old or older.

2.10 Community Service

Community Service is a non-salaried activity performed by the WtW participant with the public or private non-profit sector under the close supervision of a community service provider. Community Service activities are intended to provide WtW participants with necessary job skills that can lead to full-time unsubsidized employment and self-sufficiency.

2.11 CONTRACT Discrepancy Report (CDR)

The report (refer to Exhibit A, Technical Exhibit 2) that is used when the performance of CONTRACTOR has failed to meet CONTRACT Standards, and/or when the number of discrepancies found during CONTRACT monitoring exceed the number of discrepancies allowed by the AQL.

2.12 Direct Services

The vocational training services that are provided directly to WtW participants by CONTRACTOR under this CONTRACT.

2.13 Education and Employment Training

Provides Welfare-to-Work (WtW) participants with the technical skills and practical experience necessary to perform a specific job or group of jobs upon the WtW participant's completion of training.

2.14 Family Preservation Provider (FPP)

Activities that promote the safety and well-being of children and their family, preserve the family unit where children can be supported safely, and empower the families to achieve self-sufficiency.

2.15 Follow-Up Services

Services that are needed to verify the WtW participant's status for the purposes of reporting the 30 and 90 day job retention rate.

2.16 GAIN

Acronym for "Greater Avenues for Independence," a program established on September 26, 1985, with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs/Welfare-to-Work participants in obtaining unsubsidized employment.

2.17 GAIN COUNTY Plan & Annual Updates

A California Department of Social Services approved plan that specifies how Los Angeles COUNTY will provide education, employment, training and supportive services to WtW participants. The plan is updated annually.

2.18 GAIN Employment Activity and Reporting System (GEARS)

The automated data management system to be used to support the GAIN program in Los Angeles COUNTY. Its functions include: tracking WtW participants, authorizing payments, generating reports, and maintaining inventories of available resources.

2.19 GAIN Liaison

Designated COUNTY/CONTRACTED staff person responsible for communicating with the Worksource Centers/One Stops agencies and other DPSS partners.

2.20 GAIN Participant

Participants who apply for and are approved for the CalWORKs and WtW Programs.

2.21 GAIN Services Worker

A COUNTY or contracted staff person responsible for providing case

management to Welfare-to-Work participants which includes or referring participants to appropriate GAIN/Welfare-to-Work activities.

2.22 Hard Job Skills

Instruction in technical matters related to specific aspects of a job independent of socialization factors associated with executing said job.

2.23 Home Based Businesses

A business whose primary office is in the owner's permanent home, and or permanent residence. The business can be any size or any type as long as the office itself is located in the home. In addition to location, home businesses are usually defined by having a very small number of employees (e.g., one or two, etc.). Home businesses generally lack shop frontage, customer parking and street advertising signs. Such businesses may also be prohibited by residential zoning regulations.

2.24 Independent Living Program (ILP)

A federally funded program, operated by the DCFS that offers funds, support, and resources for eligible DCFS and Probation foster youth ages 16 up to 21.

2.24.1 A DCFS ILP eligible Participant is a person 16 up to 21 years of age that is authorized to access services through the WtW Vocational Intermediary and Direct Services program.

2.25 Intermediary Services

All activities associated with the administration of vocational services including but not limited to, subcontracting and monitoring Work Experience.

2.26 Interstate Training Resource and Information Network (I-TRAIN)

An electronic, online, Regional Training Vendor Directory which provides information on over 400 public and private for-profit schools and colleges as well as information on community and faith-based training providers.

2.27 Job Development

Recruiting employers and small or large businesses to provide employment and employment related services to WtW participants willing to obtain/retain full/part-time employment in an effort to be self-sufficient and independent of public aid.

2.28 Job Placement

The initial employment of a WtW participant in a full-time job or part-time job.

2.29 Job Retention Services

Services provided to WtW participants who are experiencing difficulties in maintaining employment. These services may be provided during the WtW participant's activity assignment or as post-employment services. Work-related difficulties might include inability to access the work environment, absenteeism, tardiness, or poor co-worker relationship. Retention services to address the individual's needs may include, but are not limited to: counseling and rapid re-employment services if unemployed within the first 30 days.

2.30 Limited English Proficient (LEP)

An individual whose primary language is not English and who is unable to speak, read, write or understand the English language at a level that permits him/her to have meaningful access to and participate fully in DPSS benefits, programs and services.

2.31 One Stop Career Centers

Funded by local workforce investment boards, the One Stop Centers provide job search and career related information and services, through various access points, both physical and electronic.

2.32 On-the-Job Training (OJT)

Subsidized employment in which a WtW participant receives job skills training from an employer. The employer serves as the employer of record, and pays a portion of the wages. The employer is reimbursed in advance or receives reimbursement for a portion of the wages. At the end of the training, it is expected that the WtW participant will be retained by the employer.

2.33 Paid Work Experience (PWE)

A salaried work experience assignment with a public or private non-profit agency that supplies the WtW participant with the following:

- 2.33.1 Work behavior skills and a reference for future unsubsidized employment, and
- 2.33.2 On-the-job enhancement of existing or recently acquired work skills.

CONTRACTOR serves as the employer of record and provides payroll services for all WtW participants in PWE/SWE who are referred to CONTRACTOR by the COUNTY.

2.34 Performance Requirements Summary (PRS)

The document, furnished by COUNTY (Statement of Work, Exhibit A, Section 6 and Technical Exhibit 1), which identifies and summarizes the key performance indicators of this CONTRACT. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the CONTRACT performance standards are met.

2.35 Placement Management

Interviewing, enrolling, referring and monitoring WtW participants to educational institutions, businesses, supportive services, and other Welfare-to-Work grantees and partners.

2.36 Post-Employment Services (PES)

Services offered to WtW participants after they are employed, that assist WtW participants with skill upgrades and job retention services.

2.37 Private Schools Directory

Private schools listed in the directory administered by the City of Inglewood whose curricula has been approved and deemed capable and productive in providing education and training services to WtW participants.

2.38 Progress Report

A GAIN form - GN 6070. This form is automatically mailed to WtW participants periodically in a post-assessment assignment. The WtW participant is to have the service provider complete the form indicating his/her attendance and progress.

2.39 Public Training Vendor Directory (PTVD)

The second tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Inglewood for the Southern California Region. PTVD increases access to education and training services offered through the public school system. PTVD is an approved list of public training providers, which consists of Universities, State Colleges, Community Colleges, Adult Schools and Regional Occupational Programs.

2.40 Random Sample

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor CONTRACTOR performance in providing the required services.

2.41 Refugee Employment Program (REP)

Mandatory employment program to assist CalWORKs, Refugee Cash Assistance (RCA), General Relief (GR), and Non-aided refugees to find employment that will ultimately lead to self-sufficiency.

2.42 Soft Job Skills

Behavior that enhances an employee's working relationship with fellow employees, subordinates and superiors while performing the job effectively.

2.43 Standard of Work

A minimum requirement set by COUNTY for CONTRACTOR to perform a service or activity.

2.44 Supportive Services

Services which address the needs of WtW participants who are experiencing Mental Health, Substance Abuse or Domestic Violence problems.

2.45 Specialized Work Experience (SWE)

A subsidized employment offered to WtW participants receiving domestic violence, mental health, and/or substance abuse services. SWE service providers allow a flexible schedule and will accommodate the special needs of these WtW participants.

2.46 TANF

Temporary Assistance for Needy Families (TANF) is the name of the Federal welfare reform program which provides time-limited assistance to needy families and assists them in transitioning to work through Welfare-to-Work activities. California's welfare reform program is known as CalWORKs.

2.47 Targeted Assistance Discretionary Grant (TAD)

A program to assist refugees in finding employment in order to achieve self-sufficiency, TAD prioritizes long-term cash assistance recipients, unemployed refugees not receiving cash assistance, and employed refugees in need of services to retain employment or to attain economic independence.

2.48 Training and Work Related Expenses

WtW participants are eligible to receive payment from COUNTY GAIN Services Workers for expenses associated with participation in GAIN activities and beginning employment which include child care payments, transportation and ancillary expenses to enable WtW participants to participate in GAIN activities or work.

2.49 Transitional Subsidized Employment (TSE)

A paid activity based on wage subsidies to prepare WtW participants for unsubsidized employment by providing soft and job-related skills while working. TSE includes the following activities: On the Job Training, Paid Work Experience, Specialized Work Experience, and Work Study.

2.50 Unsubsidized Employment

Direct employment without a subsidy.

2.51 Vocational Education

A planned sequence of instruction which prepares an individual for an occupational field in which there may be a variety of specific jobs. It may result in a degree, if the participant can complete the degree within two academic years.

2.52 Vocational English-As-A-Second Language (VESL)

Intensive instruction in English for non-English speaking WtW participants, which is coordinated with specific job training.

2.53 Vocational Service(s)

Services provided to WtW participants which include the following:

- 2.53.1 Vocational Education
- 2.53.2 Vocational Training
- 2.53.3 Work Experience (WEX)
- 2.53.4 Vocational English-As-A-Second Language (VESL)

2.54 Vocational Training

Training in employer-specific job skills in a classroom or on-site setting. This includes, but is not limited to, training provided through local service delivery area programs, community colleges, and adult schools. WtW participants usually receive a certificate upon completion.

2.55 Welfare-to-Work (WtW) Participant

An applicant and recipient of a DPSS-administered program who participates in the WtW Vocational Intermediary and Direct Services program including non-CalWorks refugees, DCFS ILP Participants, and GAIN Participants.

2.56 WtW Populations

A population of Los Angeles County residents who are either participants of, applicants to, and or eligible for a WtW Program.

2.57 WtW Program

A program designed to help WtW Participants access employment to become self-sufficient.

2.58 Work Experience (WEX)

A non-salaried work experience assignment with a public or private non-profit agency that supplies the WtW participant with either:

2.58.1 Work behavior skills and a reference for future unsubsidized employment, and

2.58.2 On-the-job enhancement of existing or recently acquired work skills

2.59 Work Study

An academic program which enables WtW participants enrolled in a Community College to gain a minimum of 20 weekly hours of paid work experience while continuing their studies. The employment is temporary in nature and the employer is not expected to retain the participant beyond the work assignment.

3.0 COUNTY FURNISHED ITEMS

3.1 Equipment

3.1.1 For the purpose of this CONTRACT, COUNTY shall furnish and install for CONTRACTOR use, GEARS computer terminals, printer(s), and the necessary transmission lines, telecommunication network hubs and routers. The GEARS terminal(s) and printer(s) are located at a site designated by CONTRACTOR and approved by COUNTY. The terminal(s) and printer(s) shall remain the property of COUNTY. Upon termination of the CONTRACT, COUNTY shall remove all GEARS terminals, printers, and transmission lines.

3.2 Inventory of Equipment

3.2.1 An inventory of all COUNTY-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by COUNTY and verified by CONTRACTOR at CONTRACT start-up. CONTRACTOR shall thereafter maintain the inventory. At CONTRACT termination, all COUNTY provided furniture and equipment shall be returned to COUNTY in good condition, as determined by COUNTY.

3.2.2 COUNTY staff shall conduct periodic inventories of COUNTY-provided equipment throughout the term of the CONTRACT to meet COUNTY inventory control requirements. CONTRACTOR shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA.

3.3 Maintenance Repair and Replacement

3.3.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of GEARS computer terminals and printers.

3.3.2 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of COUNTY furnished equipment. CONTRACTOR shall be responsible for repair and replacement costs for COUNTY furnished equipment that is damaged due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.3.3 Relocation of GEARS once installed, upon CONTRACTOR's request, shall be at CONTRACTOR's expense. CONTRACTOR shall provide a minimum of sixty (60) days prior written notice to COUNTY of a planned equipment move. CONTRACTOR shall provide a dedicated electrical circuit for COUNTY required computer equipment.

3.3.4 Relocation of GEARS once installed, upon COUNTY's request, shall be at COUNTY's expense.

3.3.5 CONTRACTOR shall be responsible for all expenses, such as rewiring

and telephone circuit re-routing for the relocation of GEARS equipment if the relocation is not required by COUNTY.

- 3.3.6 CONTRACTOR shall not install software or screen savers on COUNTY provided Personal Computers (PCs). Any installation, de-installation or re-installation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of CONTRACTOR's staff modifying the configuration of software on the PCs shall be the expense of the CONTRACTOR.

3.4 Materials

COUNTY shall supply to CONTRACTOR:

- 3.4.1 Any necessary GEARS instructional material and security information.
- 3.4.2 Video training tapes for child abuse and elder abuse training.
- 3.4.3 Nondiscrimination in services posters.
- 3.4.4 GAIN COUNTY Plan and updates.
- 3.4.5 All GAIN-related (GN series) forms for both CONTRACTOR and subcontractors at start-up and ongoing, as needed.
- 3.4.6 An annual list of COUNTY holidays and WtW priority occupations based on COUNTY Office of Education Assessors recommendations, legislative and/or regulatory revisions and GAIN Policy.
- 3.4.7 A supply of Civil Rights Complaint forms, PA 607, for use by WtW participants in reporting Civil Rights complaints.

3.5 Services

- 3.5.1 COUNTY will provide cultural awareness and civil rights training to all CONTRACTOR and subcontractor staff that will provide services to CalWORKs participants.
- 3.5.2 COUNTY will provide to CONTRACTOR some security measures (devices) for GEARS equipment, to aid in ensuring that the equipment is secure. CONTRACTOR is responsible for proper utilization of said devices as well as all requirements of Subsection 4.6.2 of this Statement of Work. The security of all GEARS related equipment is ultimately the responsibility of CONTRACTOR.

4.0 CONTRACTOR FURNISHED ITEMS

4.1 Civil Rights Complaint Procedures

CONTRACTOR shall develop and operate procedures for receiving and responding to Civil Rights Complaints.

4.1.1 CONTRACTOR shall provide and assist participants with completing a PA 607 Complaint of Discriminatory Treatment in the participants' primary language

4.1.2 CONTRACTOR shall maintain a log of Civil Rights complaints.

4.1.3 CONTRACTOR's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between CONTRACTOR and the COUNTY Contract Administrator (CCA) and DPSS Civil Rights & Customer Relations (CRCR) Section.

4.1.4 All CCM/CRLs shall forward all PA 607s to the CCA within two business days.

4.1.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRCR Section.

4.2 Equipment

Except for the equipment listed in Section 3.1 of this Statement of Work, CONTRACTOR shall provide all equipment necessary to provide the services required in this CONTRACT.

4.3 Facilities

CONTRACTOR shall furnish all facilities necessary to perform all services required by this CONTRACT.

4.4 Materials

CONTRACTOR shall post in CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.5 Personnel

CONTRACTOR shall furnish all supervisory, administrative and any other staff necessary to perform all services required by this CONTRACT.

4.6 Security

- 4.6.1 CONTRACTOR shall provide all security measures for GEARS access, to ensure confidentiality is maintained.
- 4.6.2 CONTRACTOR shall house GEARS terminals and printers and any other COUNTY computer equipment at the designated CONTRACTOR site, and shall provide all security measures to ensure that the COUNTY's computer equipment is secure and confidentially is maintained. CONTRACTOR shall also meet any additional security measures as required by COUNTY. CONTRACTOR's security measures must be pre-approved by COUNTY.
- 4.6.3 If CONTRACTOR changes a GEARS terminal location, CONTRACTOR shall provide a minimum of sixty days prior written notice of the planned move to COUNTY, pay for all expenses of COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY-provided computer equipment.

4.7 Supplies

- 4.7.1 CONTRACTOR shall furnish all supplies except as specified in Statement of Work, Section 3.0, COUNTY FURNISHED ITEMS, above, necessary to perform all services required by this CONTRACT.
- 4.7.2 Upon the CONTRACT's expiration or termination, CONTRACTOR shall transfer to DPSS equipment purchase with COUNTY funds and unused supplies and forms purchased for this CONTRACT or its residual value to COUNTY.
- 4.7.3 COUNTY will determine the residual value of all assets should the CONTRACTOR opt to return the residual value of the asset in place of the asset.

4.8 Training

- 4.8.1 CONTRACTOR shall furnish child abuse, elder abuse and GAIN/REP orientation training for all CONTRACTOR staff and subcontractor staff who have direct contact with GAIN/REP participants to the extent the training has not been given. The training will be provided by CONTRACTOR, utilizing COUNTY provided written material and/or videos.
- 4.8.2 CONTRACTOR shall furnish employee orientation and in-service training for all CONTRACTOR staff that have direct contact with WtW participants. Such training will cover all aspects of the contracted services. CONTRACTOR shall provide GEARS training to CONTRACTOR staff, as needed, after initial training by COUNTY.

5.0 Specific Tasks

5.1 Directories

5.1.1 CONTRACTOR shall coordinate, maintain and develop directories by program, of all vocational education and training providers maintained on GEARS, to include but not be limited to the following:

5.1.1.1 Family Preservation Network (FPP)

5.1.1.2 One-Stop Centers (OS)

5.1.1.3 Remediation Providers (REM)

5.1.1.4 State Department of Rehabilitation Provider (SSP)

5.1.1.5 Support Service Provider (SSP)

5.1.1.6 Vocational Education and Training Provider (VOC) to include level of English proficiency (Vocational English as a Second Language VESL)

5.1.1.7 Work Experience Provider (WEX), and

5.1.1.8 Community Services (CS)

5.1.2 CONTRACTOR shall include the level of English proficiency for each remediation and vocational training course listed in the directories.

5.1.3 CONTRACTOR shall update the directories on a monthly basis and provide DPSS with updated directories each quarter, or upon COUNTY request, of providers and subcontractors mentioned in Subsection 5.1.1 above, by program. At minimum, the directories shall include:

5.1.3.1 Name of provider

5.1.3.2 Type of program

5.1.3.3 Session ID and OES Code

5.1.3.4 Area to be served

5.1.3.5 Contact Person

5.1.3.6 Telephone Number

5.2 Intermediary Services

5.2.1 CONTRACTOR shall act as intermediary between COUNTY and Community Service, Work Experience (WEX), VESL and TSE subcontractors.

5.2.2 CONTRACTOR shall maintain sufficient Community Service, WEX, and

TSE slots to provide work assignments to WtW Participants. When WEX, CS, and TSE slots are not sufficient to meet the needs of the GAIN Regions/REP Service Areas, (and DCFS services areas for TSE only), CONTRACTOR shall:

- 5.2.2.1 Immediately work to develop new resources;
- 5.2.2.2 Notify COUNTY of its efforts to develop more placement slots and the time frames of the development.
- 5.2.3 CONTRACTOR shall develop criteria, with COUNTY approval, for monitoring Community Service, WEX, and TSE subcontracts and subcontractors.
- 5.2.4 CONTRACTOR shall ensure Community Service, TSE subcontractors employ enough bilingual personnel to provide services to participants and provide materials in the languages specified by COUNTY, including, but not limited to, English, Spanish, Vietnamese, Cambodian, Armenian, Tagalog, Chinese, Russian, and Korean.
- 5.2.5 CONTRACTOR shall enter into nonfinancial subcontracts with public or private non-profit or for profit agencies/employers, for paid and non-paid Work Experience slots for WtW GAIN and or REP Participants. The non-paid activities include; Community Service, VESL and WEX. The paid activities include: TSE and Work Study. The services shall be in accordance with Section VIII, Further Terms and Conditions, Subsection 50, subcontracting. If non-financial subcontractors are not available, CONTRACTOR may enter into financial agreements. However, nonfinancial agreements shall be pursued first.
- 5.2.6 CONTRACTOR shall perform the Intermediary Services defined in Exhibit A, Section 2.0, Definitions, and specified in this Section 5.2 for those COUNTY Departments and Agencies designated by COUNTY as non-paid Work Experience, Community Service, Paid Work Experience, and Work Study Work Sites for WtW Participants. CONTRACTOR's relationship with COUNTY Departments other than DPSS shall be subject to requirements of those COUNTY Departments, where those requirements are in direct conflict with those identified herein, this Contract shall supersede.
 - 5.2.6.1 COUNTY will require site supervisors in the designated COUNTY Departments and subcontracting agencies to perform the Community Service, WEX, TSE and OJT work site provider requirements specified by CONTRACTOR.
 - 5.2.6.2 In providing Community Service, WEX, Work Study and TSE at the subcontractor work sites, employees in the designated COUNTY Departments and subcontracted agencies will comply

with all Contractual requirements applicable to such departments, and all current and future CalWORKs directives.

- 5.2.6.3 Such employees charged with oversight of CalWORKs participants as directed by CONTRACTOR's nonfinancial Community Service, WEX, and TSE subcontractors shall include a provision(s) requiring subcontractor employees to maintain contract services integrity and to avoid any conflict of interest in its administration.
- 5.2.7 CONTRACTOR shall negotiate waivers of any mandatory across-the-board fees (i.e., registration, I.D., etc.) with VESL, and subcontractors.
- 5.2.8 CONTRACTOR shall ensure that Community Service, Work Study, WEX, and TSE subcontractors conform to Federal and State laws and regulations, and to COUNTY's laws, regulations, COUNTY's CalWORKs plan and DPSS and GAIN/REP policy.
- 5.2.9 CONTRACTOR shall receive and process (including but not limited to, notifying the State, and necessary insurance agencies and make a report within twenty-four (24) hours) all claims for Worker's Compensation injuries or illnesses which occur at Community Service, WEX, and TSE work sites and work with the State of California Insurance Fund to resolve all claims to the benefit of COUNTY. Participants qualify for Workers' Compensation only when they are employed.
- 5.2.10 Upon COUNTY request, CONTRACTOR shall forward to COUNTY any information and documentation received directly from Community Service, Work Study, WEX, VESL and TSE subcontractors concerning each program's requirements and or features not found on GEARS.
- 5.2.11 CONTRACTOR shall ensure that Equal Employment Opportunity and Confidentiality is maintained by Community Service, Work Study, WEX, VESL and TSE subcontractors.
- 5.2.12 CONTRACTOR shall ensure all suspected incidences of subcontractor and participant fraud are reported to the COUNTY within one (1) day of discovery and as designated by COUNTY.

5.3 GEARS Inventory

- 5.3.1 CONTRACTOR shall develop criteria (which is subject to COUNTY's pre-approval) as to the appropriateness of placing, updating and maintaining non-contracted providers on DPSS' computerized GEARS inventory of Vocational Education and Training Direct Service Providers. This inventory shall include, but is not limited to the following components/providers:

- 5.3.1.1 Family Preservation,

- 5.3.1.2 On-the-Job Training (OJT),
- 5.3.1.3 Post-Employment Service (PES),
- 5.3.1.4 Remedial Education,
- 5.3.1.5 State Department of Rehabilitation,
- 5.3.1.6 Support Service,
- 5.3.1.7 Vocational Education and Training,
- 5.3.1.8 Vocational English-as-a-Second Language (VESL), and
- 5.3.1.9 Work Study.

- 5.3.2 CONTRACTOR, upon receiving a telephone request from DPSS' GAIN Services Workers/CONTRACTORS' Case Managers or public educational provider to update DPSS' computerized GEARS inventory for public providers, shall do this within five workdays after CONTRACTOR determines a change is necessary, confirmed on the MMR.

CONTRACTOR shall update/add private providers when requested by a GAIN Regional Administrator, Regional Deputy, or GAIN/REP Program analyst.

- 5.3.3 CONTRACTOR shall evaluate the suitability of all subcontractors to ensure that they meet CONTRACTOR requirements before becoming WtW Providers and placed on GEARS.

- 5.3.4 CONTRACTOR shall maintain sufficient and appropriate Vocational Training Service providers on GEARS as specified in Subsection 5.1.1 herein above.

- 5.3.5 When Vocational Education and Vocational Training programs in any of the GAIN/REP regions are nearing participant capacity, CONTRACTOR shall immediately develop new resources and notify COUNTY of CONTRACTOR's efforts to develop more placement slots and the time frames of the development.

- 5.3.6 CONTRACTOR shall develop an outreach process for Vocational Education and Vocational Training programs related to GAIN priority occupations based on Los Angeles COUNTY Office of Education (LACOE) Assessors recommendations.

- 5.3.7 CONTRACTOR shall call or send out letters to service providers listed on the GEARS inventory semi-annually, to ensure provider information is accurate.

5.3.7.1 CONTRACTOR shall take necessary action to ensure that the required information is obtained.

5.3.7.2 CONTRACTOR shall notify COUNTY when the subcontractor fails to respond to CONTRACTOR.

5.4 Operational Support

- 5.4.1 CONTRACTOR shall ensure Vocational Service providers and subcontractors are available for consultation in the event compliance issues are initiated by COUNTY against CONTRACTOR.
- 5.4.2 CONTRACTOR shall attend all planning workgroups convened by DPSS.
- 5.4.3 CONTRACTOR shall respond to inquiries from and be responsive to DPSS' GAIN/REP Services Workers and regional administration and the DPSS' CalWORKs and GAIN Division.

5.5 Reporting Tasks

The CONTRACTOR shall make reports as may be required by the COUNTY concerning its activities as they affect the duties and purposes contained herein.

- 5.5.1 CONTRACTOR shall prepare and submit Monthly Management Reports (MMR), as provided in Statement of Work, Technical Exhibit 3, hereunder. The MMR format shall be developed by CONTRACTOR upon beginning of the CONTRACT. The MMR format is subject to COUNTY pre-approval. The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice by the last day of each month for the prior month's services.
- 5.5.2 CONTRACTOR shall suggest any changes and/or program improvements and any adjustments needed to the inventory, directory and/or any other service provided by CONTRACTOR, on the MMR. However, such changes, improvements, or adjustments shall not become effective and implemented until CONTRACTOR receives COUNTY's written approval.
- 5.5.3 Reporting Tasks for TSE/VESL

CONTRACTOR shall provide a report to CCA measuring the percentage of CalWORKs who complete their assigned component activity, Job Placement and Job Retention Services for each of the subpopulations (homeless, limited-English proficient and specialized supportive services population) under each tier model on a monthly basis. This report is to be included in the MMR, and also provided to COUNTY upon request by COUNTY. Note: Additional reporting may be requested for ILP as agreed by DPSS and Contractor.

CONTRACTOR shall provide weekly reports to the CalWORKs and GAIN Division which provides information on enrollment and placement information for PWE, OJT, Work Study and Classroom Training, by population, when provided.

CONTRACTOR shall also provide monthly payroll reports for AB 98 claiming to GAIN Program. CONTRACTOR shall also provide additional reports as determined as needed by the Department.

- 5.5.3.1 Additionally, CONTRACTOR shall provide a separate monthly tracking log for refugee participants in TSE/VESL (Exhibit Q) tracked and not tracked on GEARS. This log is to be included in the MMR, and also provided to COUNTY upon request by COUNTY.

5.6 Training

CONTRACTOR shall provide orientation and training to all provider/subcontractor staff at One-Stop Centers, WorkSource Centers, and other designated service providers who work directly with WtW Participants. The training is to be provided within thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.

5.7 Transitional Subsidized Employment (TSE)

- 5.7.1 CONTRACTOR shall provide Intermediary Services by administering the TSE Program, which includes ensuring that Sub-contractors conduct the following: Assessment, if needed, PWE, OJT, Education and Employment (Classroom Training) Training, and Work Study, to WtW Participants in an effort to secure Unsubsidized Employment in career-ladder employment. CONTRACTOR shall ensure that Sub-contractors equally focus its placement efforts on the PWE and OJT components, or as determined by GAIN Division.
- 5.7.2 CONTRACTOR, in the event of limited revenue, shall give priority in the referral of the above services to populations designated by the COUNTY, which will be determined when needed.
- 5.7.3 CONTRACTOR shall ensure that One-Stop and WorkSource Centers conduct coordination activities in cooperation with GAIN Services Workers (GSW)/Contracted Case Managers (CCM) and shall include ongoing recruitment efforts at the GAIN Regional offices.
- 5.7.4 One Stop Career Centers
 - 5.7.4.1 CONTRACTOR shall implement the services mentioned in Paragraph 5.7.1 herein, in a manner that is accessible to WtW participants throughout Los Angeles COUNTY by using its subcontracted One Stop Career Centers.
 - 5.7.4.2 CONTRACTOR's subcontracted One Stop Career Centers shall provide job placement services to all WtW participants

assigned to Subsidized Employment upon completion of classroom training, PWE/SWE and OJT.

- 5.7.4.3 CONTRACTOR shall follow-up with the One Stop Career Centers to ensure that Job Placement services are reflective of the current job market, targeting higher than minimum-wage occupations in career-ladder employment positions which upon successful performance makes available promotional opportunities both within existing employer and/or the general category upon reconsideration.
- 5.7.4.4 CONTRACTOR shall follow-up with the One Stop Career Centers to ensure that services include career-ladder related Job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e-mail, and workshops). Also, CONTRACTOR shall offer job retention services to all assigned participants.
- 5.7.4.5 CONTRACTOR shall follow-up with the One Stop Career Centers to ensure their provision of ongoing Follow-up Services to support the participant in successfully entering employment.
- 5.7.4.6 CONTRACTOR shall select one or more One Stop Career Centers to serve each WtW Program service area and provide the following specific tasks in concert with its own One Stops:
 - 5.7.4.6.1 Review assessments to assess WtW participants' reading, writing, verbal skills, and level of English proficiency.
 - 5.7.4.6.2 Referral of WtW participants to contracted worksite/classroom training provider for the purpose of entering OJT, PWE, or classroom training;
 - 5.7.4.6.3 On-going participant monitoring; and
 - 5.7.4.6.4 Identification of additional services, which may be needed by limited English proficient participants.
- 5.7.4.7 CONTRACTOR shall ensure that its One Stop Career Centers and subcontracted One Stop Career Centers refer WtW participants within twenty-one (21) workdays, to contracted worksite/classroom training providers.

5.7.4.8 CONTRACTOR shall ensure that its One Stop Career Centers provide written notification to the DPSS if they are unable to refer WtW participants to Contracted worksite/classroom training providers within twenty-one (21) workdays.

5.7.4.9 CONTRACTOR shall ensure that One Stop Career Centers and subcontracted One Stop Career Centers notify County within five (5) workdays if and when the WtW Participant does not attend or decides to drop the program.

5.7.4.11.1 One Stop Career Centers shall provide subsidized employment verification to COUNTY within seven (7) days of placement into Subsidized Employment.

5.7.4.10 CONTRACTOR shall ensure its One Stop Career Centers and subcontracted One Stop Career Centers provide transportation and ancillary support services to WtW participants only on an emergency basis.

5.7.4.11 CONTRACTOR shall ensure One Stop Career Centers and contracted One Stop Career Centers provide subsidized employment subsidized employment verification to the CONTRACTOR within five (5) days of placement into subsidized employment.

5.7.4.11.1 CONTRACTOR shall provide subsidized employment verification to COUNTY within seven (7) days of placement into Subsidized Employment.

5.7.4.12 CONTRACTOR shall ensure its One Stop Career Centers and contracted One Stop Career Centers Career Centers provide placement in Unsubsidized Employment.

5.7.4.12.1 CONTRACTOR shall provide Full-time Unsubsidized Employment and 30-day job retention verification to COUNTY within sixty (60) days of the participant completing thirty (30) consecutive workdays in an unsubsidized job.

5.7.5 Payroll Services

CONTRACTOR will provide payroll services to all WtW participants in TSE who are placed and working in a subsidized position. This can include payment for WtW participants who are in work-related classroom training.

- 5.7.5.1 CONTRACTOR shall ensure that paychecks are distributed to WtW participants on designated paydays. CONTRACTOR shall record receipt of paychecks by WtW participants. CONTRACTOR shall be solely responsible for accuracy of paychecks
- 5.7.5.2 CONTRACTOR shall be responsible for the distribution, collection, and retention of WtW participant time records from subcontractors.

5.8 Performance Measures

CONTRACTOR shall abide by all standards and expectations contained in this CONTRACT, including the following:

- 5.8.1 CONTRACTOR shall develop, coordinate and maintain all subcontractor directories in such a manner so as to ensure that eighty percent (80%) of end users surveyed by COUNTY indicate they easily and successfully referred WtW participants to the appropriate subcontractor.
- 5.8.2 CONTRACTOR shall ensure the achievement of a WtW Participant component completion rate of sixty-five percent (65%) for WtW Participants enrolled in a TSE activity, excluding Work Study and WtW participants at GAIN Regional Offices that are acting as One Stop Worksource Centers. In addition, under special circumstances at the COUNTY'S discretion, performance measures shall be waived for pilot projects. The participant component completion rate is the measure that indicates how many of the participants enrolled by CONTRACTOR in a TSE activity completed their assigned TSE component/activity. The participant component completion rate shall be measured and reported to COUNTY by CONTRACTOR on a semi-annual basis) at the beginning or the effective date of the Contract and any time requested by the COUNTY.
- 5.8.3 CONTRACTOR shall achieve a Full-time unsubsidized employment placement rate of thirty-five (35) percent for WtW participants who complete a TSE activity, excluding Work Study, and WtW participants at GAIN Regional Offices that are acting as One Stop Worksource Centers. The Full-time Unsubsidized Employment Placement Rate shall be measured and reported by CONTRACTOR to COUNTY on a quarterly and semi-annual basis starting the effective date of the CONTRACT. For the purpose of determining the Full-time unsubsidized employment placement Rate, WtW participants placed in Full-time Unsubsidized Employment shall be measured after a 30-day retention period. The Full-time Unsubsidized Employment placement shall be considered and counted toward the Placement rate only for those participants that were placed in unsubsidized employment if within six (6) months after they completed a TSE activity.

- 5.8.4 CONTRACTOR shall track and report to COUNTY, the Unsubsidized Employment status of WtW Participants on a quarterly basis for the purpose of analyzing the Job Retention Rate of WtW Participants and to assist in monitoring the effectiveness of employers utilized by One Stop Career Centers. Reports are to be broken out by WtW Population.
- 5.8.5 CONTRACTOR shall track the Full-time Unsubsidized Employment Job Retention Rate for a minimum period of ninety (90) days.
- 5.8.6 CONTRACTOR shall ensure that fifty (50) percent of WtW Participants placed into Full-time Unsubsidized Employment, retain the same employment for a minimum period of ninety (90) days.
The 90-day Retention Rate shall be measured and reported cumulatively by CONTRACTOR to COUNTY on a semi-annual basis beginning the effective date of this CONTRACT. CONTRACTOR shall begin tracking the Job Retention rate from the first full-time (8-hour) work day attended by the WtW Participant. Reports are to be broken out by WtW Population.
For the purposes of meeting the requirements of this Subsection 5.8.6, the 90-day Retention rate shall be considered and counted by COUNTY up to six (6) months after placement in Full-time Unsubsidized Employment.
- 5.8.7 CONTRACTOR shall enroll all WtW Participants in TSE who are referred to the CONTRACTOR by the COUNTY who attend their appointments with the Worksource Center/One Stops. Otherwise, the CONTRACTOR shall provide justification for failing to enroll any given WtW Participant.
- 5.8.8 The performance/rates submitted by CONTRACTOR will be subject to review and verification, as deemed necessary by the COUNTY. The CONTRACTOR's performance/rate may be adjusted if upon review by the COUNTY data is found that does not support this performance/rate. The COUNTY will have zero tolerance for any data manipulation committed by the CONTRACTOR. Further, discovery of such ant shall be considered a material breach of the CONTRACT.
- 5.8.9 These Performance Measures are consistent with COUNTY and/or State/Federal priorities. Should there be a change in Federal, State and/or COUNTY policies/regulations, the COUNTY may amend these measures via an Amendment as provided in Section VIII, Subsection 5.0 of the CONTRACT.

5.9 For all ILP participants referred to CONTRACTOR:

- 5.9.1 Participants between the ages of 16 up to 18 years of age;
- 5.9.2 100% referral to Academic Enrichment Services;

5.9.3 90% completion of summer employment; and

5.9.4 90% demonstration of attainment of workplace skills.

5.10 For participants between the ages of 18 up to 21 years of age:

5.10.1 90% participant attainment of entry-level work readiness certificate;

5.10.2 90% placement in employment;

5.10.3 80% sustained placement in employment of over 6 months; and

5.10.4 100% referral to GED and post-secondary education services if needed.

6.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1.1 INTRODUCTION

This section lists the required services which will be monitored by the COUNTY during the term of this CONTRACT. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, COUNTY's preferred method of monitoring, and unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this CONTRACT and Statement of Work (Exhibit A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this CONTRACT and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the CONTRACT, other parts of the Statement of Work and this Section 6.0, the meaning apparent in the main body and the rest of the Statement of Work will prevail. If any required service or Standard seems to be created in this Section 6.0 which is not clearly and forthrightly set forth in the main body or in the rest of the Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of services to public assistance participants is of vital importance to the mission of DPSS, COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before acts occur prior to triggering the allowable deviation from acceptable Standard should occur. However, it is CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in this PRS.

6.1.2 Performance Requirements Summary Chart

Exhibit A, Technical Exhibit 1, Performance Requirements Summary Chart, is attached herein, and;

- 6.1.2.1 Column 1 of chart, provides the Section or Paragraph where the required service is referenced.
- 6.1.2.2 Column 2 of chart, defines the Standard of performance for each required service.
- 6.1.2.3 Column 3 of chart shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each

required service that is allowed before COUNTY assesses liquidated damages.

6.1.2.4 Column 4 of chart, shows the method of monitoring that will be used by CCA.

6.1.2.5 Column 5 of chart, indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed CONTRACT requirement. These indicators may serve as a baseline for assessing liquidated damages.

6.1.3 Quality Assurance

Each quarter, CONTRACTOR's performance will be compared to this CONTRACT's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate CONTRACTOR's performance. The methods of monitoring that may include but are not limited to the following:

6.1.3.1 Random sampling

6.1.3.2 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.

6.1.3.3 Review of reports and files maintained by CONTRACTOR.

6.1.3.4 On-site evaluations and monitoring.

6.1.3.5 Investigation of complaints from CalWORKs participants or public.

6.1.4 CONTRACT Discrepancy Report (CDR)

Performance of a required service is considered acceptable when the number of discrepancies found during CONTRACT monitoring procedures do not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, CONTRACTOR shall be required to respond, within five (5) business days, to a CONTRACT Discrepancy Report (CDR) issued by COUNTY. The CDR will require CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. CCA will evaluate CONTRACTOR's explanation and determine if any financial penalties will be assessed. A CDR is set forth in Exhibit A, Technical Exhibit 2.

6.1.5 **Criteria For Acceptable Or Unacceptable Performance**

6.1.5.1 Determination of the number of defects that renders a service unsatisfactory:

A sample may be selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR's performance for the whole group. The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this CONTRACT's Standard for satisfactory performance;
- b. *Lot Size* - the total number of units or services to be provided monthly;
- c. *Sample Size* - the number of units or services to be checked for a given time period; and
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 10 points per incident are to be assessed, the following formula is used:

- $12/100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×10 (UPI points) = 1,200

6.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still require the service be properly performed prior to the next scheduled performance review.

6.1.6 Remedy Of Defects

Notwithstanding a finding of unsatisfactory service and assessment of unsatisfactory performance, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.1.7 Unsatisfactory Performance Remedies

When CONTRACTOR's performance does not conform with the requirements of this CONTRACT including but not limited to, not meet performance measures, COUNTY will have the option to apply the following nonperformance remedies:

- 6.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance including not meeting performance measures, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 6.1.7.2 Deduct from CONTRACTOR's payment, pro rata, those applicable portions of the monthly CONTRACT sum.
- 6.1.7.3 Assess deductions in the amount of \$10.00 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 350 points in one calendar month.
- 6.1.7.4 Suspend or terminate the CONTRACT for systematic, deliberate misrepresentations, should the total UPI points exceed 1,000 points during the term of the CONTRACT.
- 6.1.7.5 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.
- 6.1.7.6 Failure of CONTRACTOR to take corrective action with the provided time frame may result in the COUNTY termination of this CONTRACT pursuant to Part VIII, Subsection 54.0 of this CONTRACT. This Subsection does not preclude COUNTY's right to terminate the CONTRACT upon thirty (30) days written notice with or without cause, as provided for in Part VIII, Subsection 53.0, Termination for Convenience of the COUNTY, herein above.

Performance Requirements Summary Chart

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING		MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Section VIII. Further Terms and Conditions, Subsection 12.0 and Statement of Work Subsection 4.1.	Resolve participant and civil rights complaints, procedural and any complaints pertaining to Displacement.	0.0 %	100% Review/ MMR	5 points per validated complaint	
Section VIII Further Terms and Conditions, Subsection 15.0	Employee Acknowledgment and Confidentiality Agreement signed by CONTRACTOR employees. A copy of each agreement should be included in the employees' personal files.	0.0 %	100% Inspection	3 points per each agreement not signed and/or filed	
Statement of Work, Subsection 1.1.2	CONTRACTOR shall develop a screening process to evaluate providers based on types of services offered and funding sources available if any, prior to placing them on GEARS.	0.0 %	Random Sampling/Review of GEARS	5 points per each provider not on GEARS and should be placed on GEARS	

MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	REFERENCE	
			STANDARD	
5 points per each subcontractor not complying with CONTRACT	Random Sampling/MMR	0.0 %	Statement of Work, Subsections 1.4.2, 1.4.3 and 5.2.3	Monitor all subcontractors by evaluating work performed to ensure that compliance is being met.
			Statement of Work, Subsection 5.1.3	Update monthly, maintain and submit quarterly directories of Vocational Education and Employment Training providers to include all providers and subcontractors listed in Subsection 5.1.1 of Statement of Work.
			Statement of Work, Subsection 5.1.3	Directories
			Statement of Work, Subsection 5.2.2	Maintain sufficient Community Service, WEX, and TSE slots to provide work assignments to WtW participants.
10 points per each program with insufficient providers	User Complaints	0.0 %	Statement of Work, Subsection 5.2.4	Employ enough bilingual personnel to provide services to participants and provide materials in the languages specified by COUNTY, including, but not limited to English, Spanish, Vietnamese, Cambodian, Armenian, Tagalog, Chinese, Russian and Korean for WEX and TSE.
			Statement of Work, Subsection 5.2.4	10 points for complaint received

MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	ALLOWABLE DEGREE OF DEVIATION (AQL)		STANDARD	REFERENCE	
		MAXIMUM				
5 points for each claim not processed	100% Review/ Complaints	0.0%		Process all claims for Worker's Compensation injuries or illnesses, which may occur in all subcontractors' work sites and work with the State of California Insurance Fund to resolve all claims to the benefit of COUNTY.	Statement of Work, Subsection 5.2.9	
3 points per each day late that request was not updated on GEARS	Random Sampling/MMR/ Review of GEARS	0.0%		Update and maintain GEARS inventory of all Vocational Education and Employment Training providers within five (5) workdays of receiving request by GAIN staff and/or providers and after CONTRACTOR determines a change is necessary.	Statement of Work, Subsections 5.3.1, 5.3.2 and 5.3.3	
5 points per validated complaint, non- attendance at a required meeting	MMR Complaints	0.0%		CONTRACTOR provides all required operational support.	Statement of Work, Subsections 5.4.1 - 5.4.3	
3 points per each day late	100% Review/ MMR	0.0%		Provide Monthly Management Report and Invoices by the last day of the month for each month for the prior month's services.	Section V, Invoices and Payments Subsections 5.0 and Statement of Work, Subsection 5.5.1	

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsection 5.6	Provide orientation and training to all provider/subcontractor staff who work directly with WtW Participants. The training is to be provided within thirty (30) days from the date of employment for each new staff member, and on an as-needed basis, thereafter.	0.0%	Complaints	5 points per each complaint not resolved
Statement of Work Subsections 5.7.1 and 5.7.2	Provide Intermediary Services by administering TSE, Paid Work Experience (PWEX), On-the-Job training (OJT), and ensuring that One-Stop Centers and TSE Subcontractors provide Assessment, PWEX, OJT, Education and Employment (Classroom Training) Training and Work Study to WtW Participants, in an effort to secure Unsubsidized employment.	0.0%	0.0%	5 points per participant not given priority who reached their CALWORKS 5- year time limit or are GAIN/REP Participants.

MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	ALLOWABLE DEGREE OF DEVIATION (AQL)		REFERENCE	STANDARD
		MAXIMUM			
5 points per each One Stop not subcontracted	100% Review	0.0%	Implement the services mentioned in Statement of Work Subsection 5.7.1 and herein, in a manner that is accessible to WtW Participants throughout the COUNTY by using its One Stop Career Centers and subcontracted One Stop Career Centers.	Statement of Work Subsections 5.7.4.1 and 5.7.1	Ensure One Stops and subcontracted One Stops provide Job Placement services to all participants assigned to TSE upon completion of Classroom Training, Paid Work Experience, and On-the- Job Training
				Statement of Work Subsection 5.7.4.2	Follow up with the One Stop Career Centers to ensure that services include career-ladder related job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e- mail and workshops).
				Statement of Work Subsection 5.7.4.4.	Follow up with the One Stop Career Centers to ensure their provision of ongoing follow-up services to support the participant in successfully entering employment.
				Statement of Work Subsection 5.7.4.5	
5 points per each One Stop not subcontracted	100% Review	0.0%	Ensure One Stops and subcontracted One Stops provide Job Placement services to all participants assigned to TSE upon completion of Classroom Training, Paid Work Experience, and On-the- Job Training	Statement of Work Subsection 5.7.4.2	Follow up with the One Stop Career Centers to ensure that services include career-ladder related job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e- mail and workshops).
				Statement of Work Subsection 5.7.4.4.	Follow up with the One Stop Career Centers to ensure their provision of ongoing follow-up services to support the participant in successfully entering employment.
				Statement of Work Subsection 5.7.4.5	
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5 points per each One Stop not subcontracted	100% Review	0.0%	Ensure One Stops and subcontracted One Stops provide Job Placement services to all participants assigned to TSE upon completion of Classroom Training, Paid Work Experience, and On-the- Job Training	Statement of Work Subsection 5.7.4.2	Follow up with the One Stop Career Centers to ensure that services include career-ladder related job Development, referral to interviews, and access to job search tools (i.e., computers, internet, phones, fax, e- mail and workshops).
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MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	ALLOWABLE DEGREE OF DEVIATION (AQL)		STANDARD	REFERENCE
		MAXIMUM			
5 points per each GAIN Region not served	Complaints/ MMR	0.0%	Complaints/ Random Sampling	One Stops refer participants within five workdays, to contracted worksite and or Classroom Training providers or provide notification to the WtW Program Liaison, if they are unable to refer participant within 21 workdays.	Statement of Work Subsections 5.74.7 and 5.7.4.8
				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
				Distribute, collect and retain participant's time records from subcontractors	Statement of Work Subsection 5.7.5.2
5 points per each day after the tenth day	Complaints/ Random Sampling	0.0%	Complaints/ Random Sampling	One Stops refer participants within five workdays, to contracted worksite and or Classroom Training providers or provide notification to the WtW Program Liaison, if they are unable to refer participant within 21 workdays.	Statement of Work Subsections 5.74.7 and 5.7.4.8
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
				Distribute, collect and retain participant's time records from subcontractors	Statement of Work Subsection 5.7.5.2
5 points per each day after the tenth day	Complaints/ Random Sampling	0.0%	Complaints/ Random Sampling	One Stops refer participants within five workdays, to contracted worksite and or Classroom Training providers or provide notification to the WtW Program Liaison, if they are unable to refer participant within 21 workdays.	Statement of Work Subsections 5.74.7 and 5.7.4.8
				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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5 points per each day after the tenth day	Complaints/ Random Sampling	0.0%	Complaints/ Random Sampling	One Stops refer participants within five workdays, to contracted worksite and or Classroom Training providers or provide notification to the WtW Program Liaison, if they are unable to refer participant within 21 workdays.	Statement of Work Subsections 5.74.7 and 5.7.4.8
				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
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				Ensure subcontractors provide notification within five days to the WtW Program Liaison when participant does not attend or decides to drop the program.	Statement of Work Subsection 5.7.4.9
				Provide payroll services to participants and distribute paychecks to participants on the designated paydays.	Statement of Work Subsection 5.7.5.1
				Distribute, collect and retain participant's time records from subcontractors	

MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	REFERENCE	STANDARD
		0.0 %	Statement of Work Subsection 5.8.1	CONTRACTOR shall develop, and maintain all service provider directories in such a manner so as to ensure that 80% of end users surveyed by COUNTY indicate they successfully referred participants to the appropriate service providers.
10 points per each performance measure requirement not met	Random Sampling/MMR/ Review of GEARS/Complaints		Work Subsections 5.8.2	CONTRACTOR shall achieve a 65% component completion rate for WtW Participants enrolled in a TSE activity, excluding Work Study, to be measured and or reported semi-annually, annually and cumulatively since the effective date of the CONTRACT.
10 points per each performance measure requirement not met	Random Sampling/MMR/ Review of GEARS/Complaints	0.0 %	Work Subsections 5.8.3	CONTRACTOR shall achieve a 35% Unsubsidized Employment placement rate for WtW Participants enrolled in TSE, excluding Work Study, to be measured/reported semi-annually, annually and since the effective date of the CONTRACT.

MONTHLY UPI POINTS FOR EXCEEDING THE AQL	METHOD OF MONITORING	ALLOWABLE DEGREE OF DEVIATION (AQL)		REFERENCE	STANDARD
		MAXIMUM			
10 points per each performance measure requirement not met	Random Sampling/MMR/ Review of GEARS/Complaints	0.0 %	CONTRACTOR shall track/report to DPS, employment status of WtW Participants quarterly to analyze the retention rate of participants and to assist in monitoring the effectiveness of employers utilized by One Stops,	Statement of Work Subsections 5.8.4	Statement of Work Subsections 5.8.5
			CONTRACTOR shall track the retention rate for at least 90 days,	Work Subsections 5.8.5	Statement of Work Subsections 5.8.6
			CONTRACTOR shall ensure that 50% of WtW Participants placed into employment, retain employment for at least 90 days to be measured and reported semi-annually, annually and cumulatively since the effective date of the CONTRACT,	Statement of Work Subsections 5.8.6	

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL	Statement of Work Subsections 5.9.2	CONTRACTOR shall refer 100% of all ILP participants between the ages of 16 up to 18 years of age, to Academic Enrichment Services	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met
					Statement of Work Subsections 5.9.3	CONTRACTOR shall ensure that 90% of all ILP participants between the ages of 16 up to 18 years of age completed summer employment.	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met
					Statement of Work Subsections 5.9.4	CONTRACTOR shall ensure that 90% of all ILP participants between the ages of 16 up to 18 years of age demonstrated attainment of workplace skills.	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met
					Statement of Work Subsections 5.10.1	CONTRACTOR shall ensure that 90% of all ILP participants between the ages of 18 up to 21 years of age attained entry-level work readiness certificate.	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met
					Statement of Work Subsections 5.10.2	CONTRACTOR shall ensure that 90% of all ILP participants between the ages of 18 up to 21 years of age placed in employment.	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met
					Statement of Work Subsections 5.10.3	CONTRACTOR shall ensure that 80% of all ILP participants between the ages of 18 up to 21 years of age sustained placement in employment of over 6 months.	0.0 %	Random Sampling/MMR/Review of GEARs/Complaints	10 points per each performance measure requirement not met

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION (AQL)	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Subsections 5.10.4	CONTRACTOR shall refer 100% of all ILP participants between the ages of 18 up to 21 years of age, to GED, and post-secondary education services if needed.	0.0 %	Random Sampling/MMR/ Review of GEARS/Complaints	10 points per each performance measure requirement not met

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by CONTRACTOR: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date _____

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of COUNTY CONTRACT Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA _____ Date _____

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

CONTRACT Representative's Signature and Date

MONTHLY MANAGEMENT REPORT (MMR)

(PER STATEMENT OF WORK, SUBPARAGRAPH 5.6.1)

6.2.1 CONTRACTOR will develop the format for the Monthly Management Report (MMR), to be pre-approved by COUNTY, within ten (10) business days of CONTRACT approval by the Board of Supervisors. The MMR will be a written report and shall be submitted with CONTRACTOR's invoice, by the fifteenth after the end of each month for the prior month's services. The MMR, at a minimum, will include, but not be limited to, the following information:

6.2.1.1 CONTRACTOR's Monthly Operational/Administrative costs invoice.

6.2.1.2 CONTRACTOR's Quarterly Operational/Administrative reconciliation invoice sent during the reporting month.

6.2.1.3 Any new subcontracts entered into or in the process of entering into.

6.2.1.4 A monitoring report summary for each subcontractor/work site monitored by CONTRACTOR during the reporting month.

6.2.1.5 On a quarterly basis, or upon COUNTY request, CONTRACTOR shall submit updated directories, to include a summary of the total number of providers added during the quarter, from the following:

- 6.2.1.5.1 Community-Based Organization Training Vendor (CTVD),
- 6.2.1.5.2 Work Study Provider
- 6.2.1.5.3 Family Preservation Network (FPP)
- 6.2.1.5.4 One Stop Centers (OS)
- 6.2.1.5.5 Public Training Vendor (PTVD)
- 6.2.1.5.6 Remediation Provider (REM) and to include level of English proficiency
- 6.2.1.5.7 State Department of Rehabilitation Provider (SDR)
- 6.2.1.5.8 Support Service Provider (SSP)
- 6.2.1.5.9 Vocational Training Provider (VOC) and to include level of English proficiency
- 6.2.1.5.10 Work Experience Provider (WEX)
- 6.2.1.5.11 Community Service (CS) Provider

6.2.1.6 A detailed summary of any task(s) CONTRACTOR has in progress or has completed, including as but not limited to:

- 6.2.1.6.1 Incoming phone calls by GAIN Service Workers and providers, and confirmation that the calls are updated on GEARS within five days;

- 6.2.1.6.2 The maintenance of all directories and confirmation that they were updated maintained and distributed timely.
 - 6.2.1.6.3 The marketing and maintenance of sufficient WEX providers and any outreach being done to maintain sufficient providers;
 - 6.2.1.6.4 Any surveys CONTRACTOR has/will conduct;
 - 6.2.1.6.5 Any outstanding corrective actions as a result of CONTRACTOR's monitoring;
 - 6.2.1.6.6 Worker's Compensation claims and confirmation that the claims are processed within 24 hours;
 - 6.2.1.6.7 Semi-annual review of information on GEARS to determine accuracy.
- 6.2.1.7 CONTRACTOR's suggested program improvements and/or adjustments of inventory.
- 6.2.1.8 CONTRACTOR shall provide COUNTY with performance data of each CalWORKs participant enrolled in education and employment training courses from enrollment to completion, even if completion is after the term of this CONTRACT.
- 6.2.1.9 CONTRACTOR shall provide COUNTY with data on each CalWORKs participant who received ongoing assessment, job development and placement management services.

CONTRACTOR'S BUDGET

Exhibit C – Contractor’s Monthly Invoice

MONTHLY INVOICE

ACTUAL COSTS FOR THE TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM

SUBSIDIZED EMPLOYMENT COSTS

GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES CONTRACT

Sample Form

INVOICE MONTH: _____

I. DIRECT COSTS

Salaries (attach personnel schedule) _____

Fringe Benefits _____

Personnel Subtotal: _____

II. OPERATING COSTS

Supplies _____

Mileage _____

Postage _____

EDP Equipment _____

Equipment (other than EDP) _____

Printing _____

Storage _____

Provider Training _____

Rent _____

Utilities _____

Telephones _____

Other (must be itemized-attach separate sheet) _____

Operating Costs-Subtotal: _____

INDIRECT COSTS (not to exceed 17.5% of Personnel Salaries)

Admin rent, Utilities and Phones _____

Postage, Audit, Legal, Travel _____

Admin Supplies, Storage, Mileage, Liability Insurance _____

Staff Liability Insurance _____

City Indirect Costs _____

Indirect Costs Subtotal: _____

III. DIRECT SERVICES

One Stop Services (\$1600 per participant) _____

Subsidized Employment Wages _____

FICA _____

Worker's Compensation _____

Liability Insurance _____

On-the-Job Training Wages _____

Education and Employment Training (classroom) _____

Support Services (must be itemized-attach separate sheet) _____

Direct Costs Subtotal: _____

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR SUBSIDIZED EMPLOYMENT
RELATED SERVICES: _____

CONTRACTOR's Authorized Signature _____

County Contract Administrator's Authorizing Signature _____

Date _____

Date _____

116

Exhibit C – Contractor’s Monthly Invoice

MONTHLY INVOICE
ACTUAL COSTS FOR THE TRANSITIONAL SUBSIDIZED EMPLOYMENT PROGRAM
WORK STUDY IN PUBLIC AGENCIES COSTS
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES CONTRACT
Sample Form

INVOICE MONTH: _____

I. DIRECT COSTS

Salaries (attach personnel schedule)
Fringe Benefits
Personnel Subtotal:

II. OPERATING COSTS

Supplies
Mileage
Postage
EDP Equipment
Equipment (other than EDP)
Printing
Storage
Provider Training
Rent
Utilities
Telephones
Other (must be itemized-attach separate sheet)
Operating Costs-Subtotal:

INDIRECT COSTS (not to exceed 17.5% of Personnel Salaries)

Admin rent, Utilities and Phones
Postage, Audit, Legal, Travel
Admin Supplies, Storage, Mileage, Liability Insurance
Staff Liability Insurance
City Indirect Costs
Indirect Costs Subtotal:

III. DIRECT SERVICES

Work Study Wages
FICA
Worker's Compensation
Liability Insurance
Support Services (must be itemized-attach separate sheet)
Direct Costs Subtotal:

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR WORK STUDY
RELATED SERVICES:

CONTRACTOR's Authorized Signature

Date

County Contract Administrator's Authorizing Signature

Date

Exhibit C – Contractor’s Monthly Invoice

MONTHLY INVOICE
ACTUAL COSTS FOR
GAIN VOCATIONAL INTERMEDIARY COSTS
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES CONTRACT
Sample Form

INVOICE MONTH: _____

I. DIRECT COSTS

Salaries (attach personnel schedule) _____
Fringe Benefits _____
Personnel Subtotal: _____

II. OPERATING COSTS

Supplies _____
Mileage _____
Postage _____
EDP Equipment _____
Equipment (other than EDP) _____
Printing _____
Storage _____
IT Service _____
Travel, Conferences, Meetings _____
Provider Training _____
Rent _____
Utilities _____
Telephones _____
Other (must be itemized-attache separate sheet) _____
Operating Costs-Subtotal: _____

III. INDIRECT COSTS (not to exceed 17.5% of Personnel Salaries)

Admin rent, Utilities and Phones _____
Postage, Audit, Legal, Travel _____
Admin Supplies, Storage, Mileage, Liability Insurance _____
Staff Liability Insurance _____
City Indirect Costs _____
Indirect Costs Subtotal: _____

A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH FOR GAIN VOCATIONAL INTERMEDIARY
RELATED SERVICES: _____

CONTRACTOR's Authorized Signature

County Contract Administrator's Authorizing Signature

Date

Date

Exhibit C – Contractor's Monthly Invoice

[illegible]

Exhibit C – Contractor's Monthly Invoice

Invoice Month:						
MONTHLY INVOICE						
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR DCFS ILP PROGRAM						
Page 1 of 2						
I. DIRECT COSTS					ACTUAL MONTHLY COSTS	
Salaries (attach Personnel Schedule)					\$ -	
Fringe Benefits					\$ -	
Personnel Subtotal					\$ -	
II. OPERATING COSTS						
Supplies					-	
Mileage					-	
Postage					-	
Rent					-	
Utilities					-	
Telephones					-	
Liability Insurance 1.68%					-	
Other (must be itemized-attach separate sheet)					-	
Operating Costs-Subtotal					-	
INDIRECT COSTS				(17.5% of Personnel Salaries)		
Admin rent, Utilities and Phones					-	
Postage, Audit, Legal, Travel					-	
Admin Supplies, Storage, Mileage, Liab. Ins.					-	
Staff Liability Insurance					\$ -	
Adjustment - over the 17.5%						
Adjustment - over the 17.5%						
Indirect Cost Subtotal				\$ -	\$ -	\$ -
III. DIRECT SERVICES COSTS						
One Stop Services 75% (\$1,200)					-	
One Stop Services 25% (\$400)					-	
Subsidized Employment					-	
Stipends					-	
Direct Costs-Subtotal					-	
					<	>
TOTAL COSTS PAYABLE TO CITY OF HAWTHORNE						
A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH:						-
CONTRACTOR'S Authorizing Signature						Date
County Contract Administrator's Authorizing Signature						Date

Exhibit C – Contractor's Monthly Invoice

COUNTY OF LOS ANGELES					
DCFS ILP PROGRAM					
REQUEST FOR CASH/INVOICE FOR THE MONTH OF					
PROGRAM PERIOD:					
Page 2 of 2					
AGENCY			CSS STAFF USE ONLY		
ADDRESS			Program Staff Review		Date:
11539 HAWTHORNE BLVD., SUITE 500					
CITY	STATE	ZIP	FISCAL REVIEW:		DATE:
HAWTHORNE	CA	90250			
CONTRACT NO.			FISCAL APPROVAL:		DATE:
REQUEST PERIOD		REQ. NO.	AMOUNT PAID		ENC. NO.
COST REIMBURSEMENT					
COST CATEGORIES					Actual Cost
<u>Tier I (16 to 17 years old)</u>					
1	Paid Work Experience				
2	Stipends (3@\$25 per participant)				-
3	One Stop Assessment, Job Development				-
	and Case Management Services (No job placement)				
<u>Tier II (18 to 21 years old)</u>					
4	Paid Work Experience (Tier II - 18 to 21 yrs old)				
5	Stipends (3@\$50 per participant)				
6	One Stop Assessment, Job Development				
	and Case Management Services (includes job placement)				-
GRAND TOTAL COST CATEGORIES					-
<p>I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.</p>					
Prepared By:			Title:		
Date:			Phone:		
Authorized Signature:			Date:		

Exhibit C – Contractor's Monthly Invoice

			INVOICE #	
			INVOICE DATE	
NON-CALWORKS REFUGEE PROGRAM				
MONTHLY INVOICE				
VENDOR NO.				
CONTRACT NO.				
VENDOR SOCIAL SECURITY OR TAXPAYER I.D. NO.				
MONTH/YEAR		AMOUNT		
NON-CALWORKS REFUGEE				
MONTHLY ADMIN, ONE STOP SERVICES AND OTHER EXPENSES				
CONTRACTOR'S AUTHORIZING SIGNATURE		DATE SIGNED		
COUNTY CONTRACT ADMINISTRATOR'S APPROVAL		DATE SIGNED		
FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY				
FUND/ORG. / ACCT. / OPTION / CHANGE / AMOUNT/ PF / COMMENT				

Exhibit C – Contractor's Monthly Invoice

Invoice Month:									
MONTHLY INVOICE									
ADMINISTRATIVE AND DIRECT SERVICES COSTS FOR NON-CALWORKS REFUGEES									
Page 1 of 2									
						ACTUAL MONTHLY COSTS			
I. DIRECT COSTS									
Salaries (attach Personnel Schedule)						\$	-		
Fringe Benefits						\$	-		
Personnel Subtotal						\$	-		
II. OPERATING COSTS									
Supplies							-		
Mileage							-		
Postage							-		
Rent							-		
Utilities							-		
Telephones							-		
Liability Insurance 1.68%							-		
Other (must be itemized-attach separate sheet)							-		
Operating Costs-Subtotal							-		
INDIRECT COSTS		(17.5% of Personnel Salaries)							
Admin rent, Utilities and Phones							-		
Postage, Audit, Legal, Travel							-		
Admin Supplies, Storage, Mileage, Liab. Ins.							-		
Staff Liability Insurance						\$	-		
Adjustment - over the 17.5%							-		
Indirect Cost Subtotal						\$	-	\$	-
III. DIRECT SERVICES COSTS									
One Stop Services 75% (\$1,200)									
One Stop Services 25% (\$400)							-		
Subsidized Employment							-		
Direct Costs-Subtotal							-		
TOTAL COSTS PAYABLE TO CITY OF HAWTHORNE									
A. TOTAL INVOICE AMOUNT FOR CURRENT MONTH:								-	
CONTRACTOR'S Authorizing Signature						Date			
County Contract Administrator's Authorizing Signature						Date			

Exhibit C – Contractor's Monthly Invoice

COUNTY OF LOS ANGELES					
NON-CALWORKS REFUGEE S					
REQUEST FOR CASH/INVOICE FOR THE MONTH OF					
PROGRAM PERIOD:					
Page 2 of 2					
AGENCY			CSS STAFF USE ONLY		
ADDRESS			Program Staff Review		Date:
11539 HAWTHORNE BLVD., SUITE 500					
CITY	STATE	ZIP	FISCAL REVIEW:	DATE:	
HAWTHORNE	CA	90250			
CONTRACT NO.			FISCAL APPROVAL:	DATE:	
REQUEST PERIOD		REQ. NO.	AMOUNT PAID	ENC. NO.	
COST REIMBURSEMENT					
COST CATEGORIES					Actual Cost
I.	*One-Stop Svcs. (Assessment, Job Dev. & Case Mgt. Serv.) 75%				
	*One-Stop Svcs. (Assessment, Job Dev. & Case Mgt. Serv.) 25%				
II.	Paid Work Experience				-
GRAND TOTAL COST CATEGORIES					
* Attach detail listing of participants served					
** Attach employees time sheets					
<p>I certify that the information in this statement is correct to the best of my knowledge and the expenditures reflected herein are made in accordance with the conditions of the subcontract. I also certify that all required payroll tax and income tax monies have been withheld from wages of persons employed by this organization to this date, and such funds have been held in a reserve fund or transmitted to local, State, or Federal officials as required by appropriate laws. I, as the authorized representative for this agency, by submitting this document attest to the truth and authenticity of the claims made and support documents represented.</p>					
Prepared By:			Title:		
Date:			Phone:		
Authorized Signature:			Date:		

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/CONTRACT For:	Services:	

The Proposer/Bidder/CONTRACTOR certifies that:

- ☐ It is familiar with the terms of the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles COUNTY Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/CONTRACTOR is not in default, as that term is defined in Los Angeles COUNTY Code Section 2.206.020.E, on any Los Angeles COUNTY property tax obligation; **AND**

The Proposer/Bidder/CONTRACTOR agrees to comply with the COUNTY's Defaulted Property Tax Reduction Program during the term of any awarded CONTRACT.

- OR -

- ☐ I am exempt from the COUNTY of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles COUNTY Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

COUNTY'S MONITORING SECTION

COUNTY CONTRACT MANAGER:

Name: Jake Ross
Title: Director, Contract Management Section V
Telephone: (562) 908-4451
E-Mail Address: jakeross@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: Melissa Garcia
Title: Supervisor, Contract Management Section V
Telephone: (562) 908-3016
E-Mail Address: melissagarcia@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: Nha Le
Title: CCA, Contract Management Section V
Telephone: (562) 908-3528
E-Mail Address: nhale@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: Leonilla Strelkoff
Title: CPM, Contract Management Section V
Telephone: (562) 908-3011
E-Mail Address: leonillastrelkoff@dpss.lacounty.gov

COUNTY'S INVOICING SECTION**COUNTY CONTRACT MANAGER:**

Name: Maria P. Rodriguez
Title: Director, Contract Management Section I
Telephone: (562) 908-3524
E-Mail Address: mariaprodriguez@dpss.lacounty.gov

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: Kenyatta Ortega
Title: Supervisor, Contract Management Section I
Telephone: (562) 908-3583
E-Mail Address: kenyattaortega@dpss.lacounty.gov

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: Nina Brown
Title: CCA, Contract Management Section I
Telephone: (562) 908-3537
E-Mail Address: ninabrown@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: Cynthia Evans
Title: CPM, Contract Management Section I
Telephone: (562) 908-3584
E-Mail Address: cynthiaevans@dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACT NUMBER: _____

EXECUTIVE DIRECTOR

Name: Jan Vogel
Address: 11539 Inglewood Blvd., Suite 500, Inglewood, CA 90250
Telephone: 310-970-7700
Cell: 310-600-0314
E-mail Address: jvogel@sbwib.org

CONTRACT MANAGER

Name: Tracey Atkins
Address: 11539 Inglewood Blvd., Suite 500, Inglewood, CA 90250
Telephone: 310-970-7746
Facsimile: 310-970-7711
E-mail Address: tatkins@sbwib.org

ALTERNATE CONTRACT MANAGER

Name: David Nelms
Address: 11539 Inglewood Blvd., Suite 500, Inglewood, CA 90250
Telephone: 310-970-7741
Facsimile: 310-970-7711
E-mail Address: dnelms@sbwib.org

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed CONTRACT. Work cannot begin on the CONTRACT until COUNTY receives this executed document.)

CONTRACTOR NAME _____

CONTRACT No. _____

GENERAL INFORMATION:

The CONTRACTOR referenced above has entered into a CONTRACT with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires the Corporation to sign this CONTRACTOR Acknowledgement and Confidentiality CONTRACT.

CONTRACTOR ACKNOWLEDGEMENT:

CONTRACTOR understands and agrees that the CONTRACTOR employees, consultants, Outsourced Vendors and independent CONTRACTORs (CONTRACTOR's Staff) that will provide services in the above referenced CONTRACT are CONTRACTOR's sole responsibility. CONTRACTOR understands and agrees that CONTRACTOR's Staff must rely exclusively upon CONTRACTOR for payment of salary and any and all other benefits payable by virtue of CONTRACTOR's Staff's performance of work under the above-referenced CONTRACT.

CONTRACTOR understands and agrees that CONTRACTOR's Staff are not employees of the COUNTY of Los Angeles for any purpose whatsoever and that CONTRACTOR's Staff do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced CONTRACT. CONTRACTOR understands and agrees that CONTRACTOR's Staff will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any CONTRACT between any person or entity and the COUNTY of Los Angeles.

CONFIDENTIALITY AGREEMENT:

CONTRACTOR and CONTRACTOR's Staff may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, CONTRACTOR and CONTRACTOR's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, CONTRACTOR and CONTRACTOR's Staff may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. CONTRACTOR and CONTRACTOR's Staff understand that if they are involved in COUNTY work, the COUNTY must ensure that CONTRACTOR and CONTRACTOR's Staff, will protect the confidentiality of such data and information.

Consequently, CONTRACTOR must sign this Confidentiality CONTRACT as a condition of work to be provided by CONTRACTOR's Staff for the COUNTY.

CONTRACTOR and CONTRACTOR's Staff hereby agree that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT between CONTRACTOR and the COUNTY of Los Angeles. CONTRACTOR and CONTRACTOR's Staff agree to forward all requests for the release of any data or information received to COUNTY's Project Manager.

CONTRACTOR and CONTRACTOR's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to CONTRACTOR and CONTRACTOR's Staff under the above-referenced CONTRACT. CONTRACTOR and CONTRACTOR's Staff agree to protect these confidential materials against disclosure to other than CONTRACTOR or COUNTY employees who have a need to know the information. CONTRACTOR and CONTRACTOR's Staff agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, CONTRACTOR and CONTRACTOR's Staff shall keep such information confidential.

CONTRACTOR and CONTRACTOR's Staff agree to report any and all violations of this CONTRACT by CONTRACTOR and CONTRACTOR's Staff and/or by any other person of whom CONTRACTOR and CONTRACTOR's Staff become aware.

CONTRACTOR and CONTRACTOR's Staff acknowledge that violation of this CONTRACT may subject CONTRACTOR and CONTRACTOR's Staff to civil and/or criminal action and that the COUNTY of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR's executed CONTRACT. Work cannot begin on the CONTRACT until COUNTY receives this executed document.)

CONTRACTOR Name _____

CONTRACT No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a CONTRACT with the COUNTY of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this CONTRACTOR Employee Acknowledgement and Confidentiality CONTRACT.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced CONTRACT. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced CONTRACT.

I understand and agree that I am not an employee of the COUNTY of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles by virtue of my performance of work under the above-referenced CONTRACT. I understand and agree that I do not have and will not acquire any rights or benefits from the COUNTY of Los Angeles pursuant to any CONTRACT between any person or entity and the COUNTY of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced CONTRACT is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future CONTRACT.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the COUNTY of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the COUNTY of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must

sign this CONTRACT as a condition of my work to be provided by my employer for the COUNTY. I have read this CONTRACT and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced CONTRACT between my employer and the COUNTY of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced CONTRACT. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this CONTRACT by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this CONTRACT or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATIONS
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The COUNTY of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the COUNTY of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the COUNTY of Los Angeles has determined that it is appropriate to require that the businesses with which the COUNTY contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "CONTRACTOR" means a person, partnership, corporation or other entity which has a CONTRACT with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a CONTRACTOR under the laws of California.
- C. "CONTRACT" means any CONTRACT to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:
 - 1. A CONTRACT where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A CONTRACT where federal or state law or a condition of a federal or state program mandates the use of a particular CONTRACTOR; or
 - 3. A purchase made through a state or federal CONTRACT; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the COUNTY pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, Section P-3700 or a successor

provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles COUNTY Fiscal Manual, section 4.4.0 or a successor provision; or
6. A purchase card pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
7. A non-CONTRACT purchase with a value of less than \$5,000 pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
8. A bona fide emergency purchase pursuant to the Los Angeles COUNTY Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the CONTRACTOR has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to CONTRACTORS who enter into contracts that commence after July 11, 2002. This chapter shall also apply to CONTRACTORS with existing contracts which are extended into option years that commence after July 11, 2002. contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 CONTRACTOR Jury Service Policy.

A CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of COUNTY counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other COUNTY departments.
- B. Compliance Certification. At the time of seeking a CONTRACT, a CONTRACTOR

shall certify to the COUNTY that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the CONTRACT.

2.203.060 Enforcement and Remedies.

For a CONTRACTOR's violation of any provision of this chapter, the COUNTY department head responsible for administering the CONTRACT may do one or more of the following:

1. Recommend to the board of supervisors the termination of the CONTRACT; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the CONTRACTOR.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any CONTRACTOR or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining contracts. This chapter shall be superseded by a collective bargaining CONTRACT that expressly so provides.
- C. Small Business. This chapter shall not be applied to any CONTRACTOR that meets all of the following:
 1. Has ten or fewer employees during the CONTRACT period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the CONTRACT awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (ord. 2002-0015 § 1 (part), 2002)

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles COUNTY Code Chapter 2.180.010, "Certain contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not CONTRACT with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such CONTRACT:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in Subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the CONTRACT or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the CONTRACT do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

**CONTRACTORS EQUAL EMPLOYMENT OPPORTUNITY
(EEO) CERTIFICATION**

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the COUNTY of Los Angeles, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The CONTRACTOR periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The CONTRACTOR has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the CONTRACTOR has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Internal Revenue Service Employer Identification Number _____

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

(circle one)

- | | | |
|--|-----|----|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes | No |
| 2. The bidder/offer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes | No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes | No |

Signature

Date



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2010)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2010 are less than \$48,362 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2011.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2010 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2010 and owes no tax but is eligible for a credit of \$829, he or she must file a 2010 tax return to get the \$829 refund.

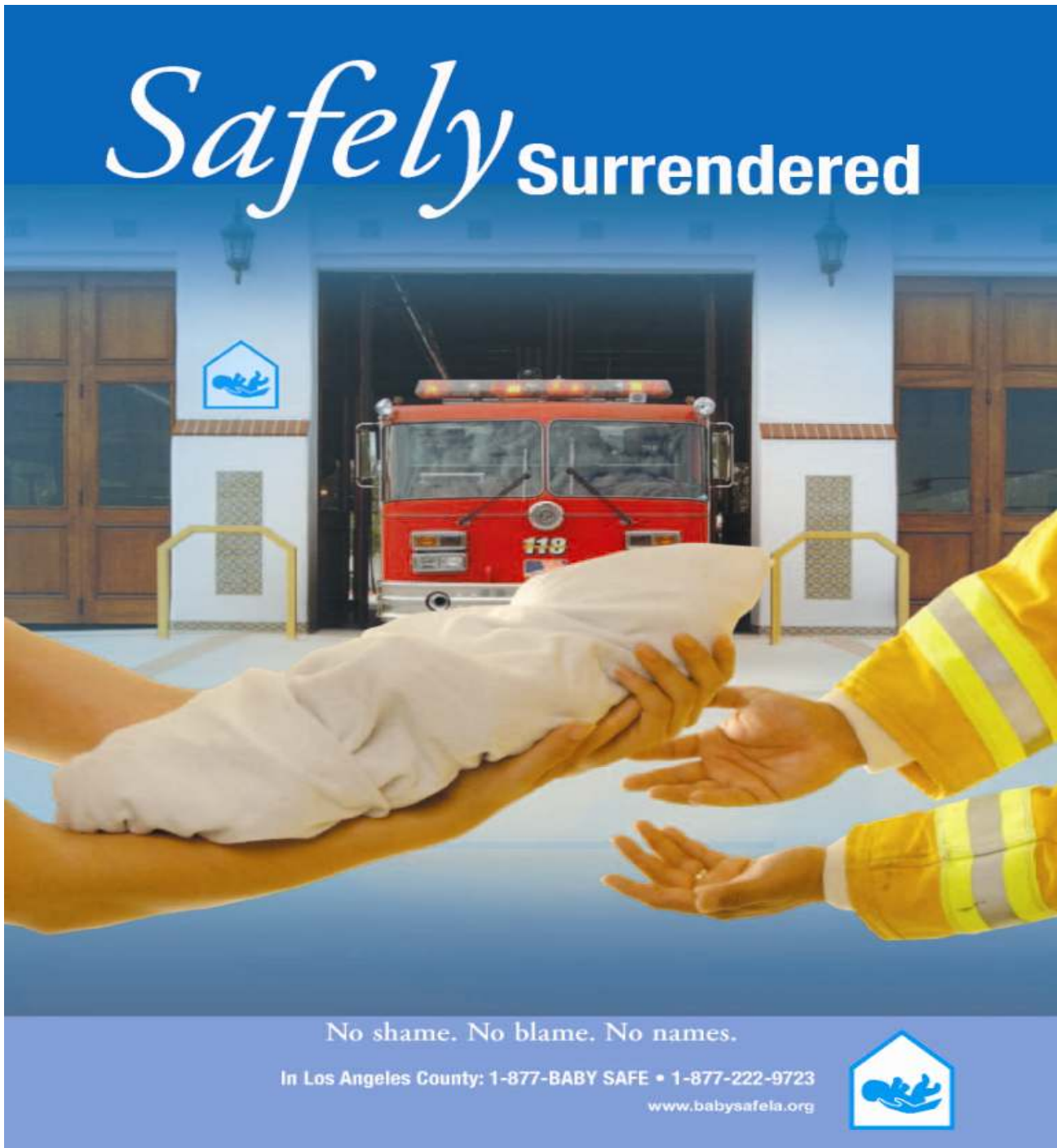
Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their 2011 return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Notice **1015** (Rev. 12-2010)
Cat. No. 205991

Safely Surrendered Baby Law

A poster for the Safely Surrendered Baby Law. The top half features a blue background with the title "Safely Surrendered" in white, with "Safely" in a script font and "Surrendered" in a bold sans-serif font. Below the title is a photograph of a red fire truck with the number "119" on its front, parked in front of a white building with wooden doors. In the foreground, a person's hands are holding a baby wrapped in a white blanket, and a firefighter's hands in a yellow jacket are reaching out to receive the baby. The bottom half of the poster has a blue background with white text. It includes the slogan "No shame. No blame. No names." followed by the contact information for Los Angeles County: "1-877-BABY SAFE • 1-877-222-9723" and the website "www.babysafela.org". A small logo of a baby in a house is also present in the bottom right corner.

Safely Surrendered

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

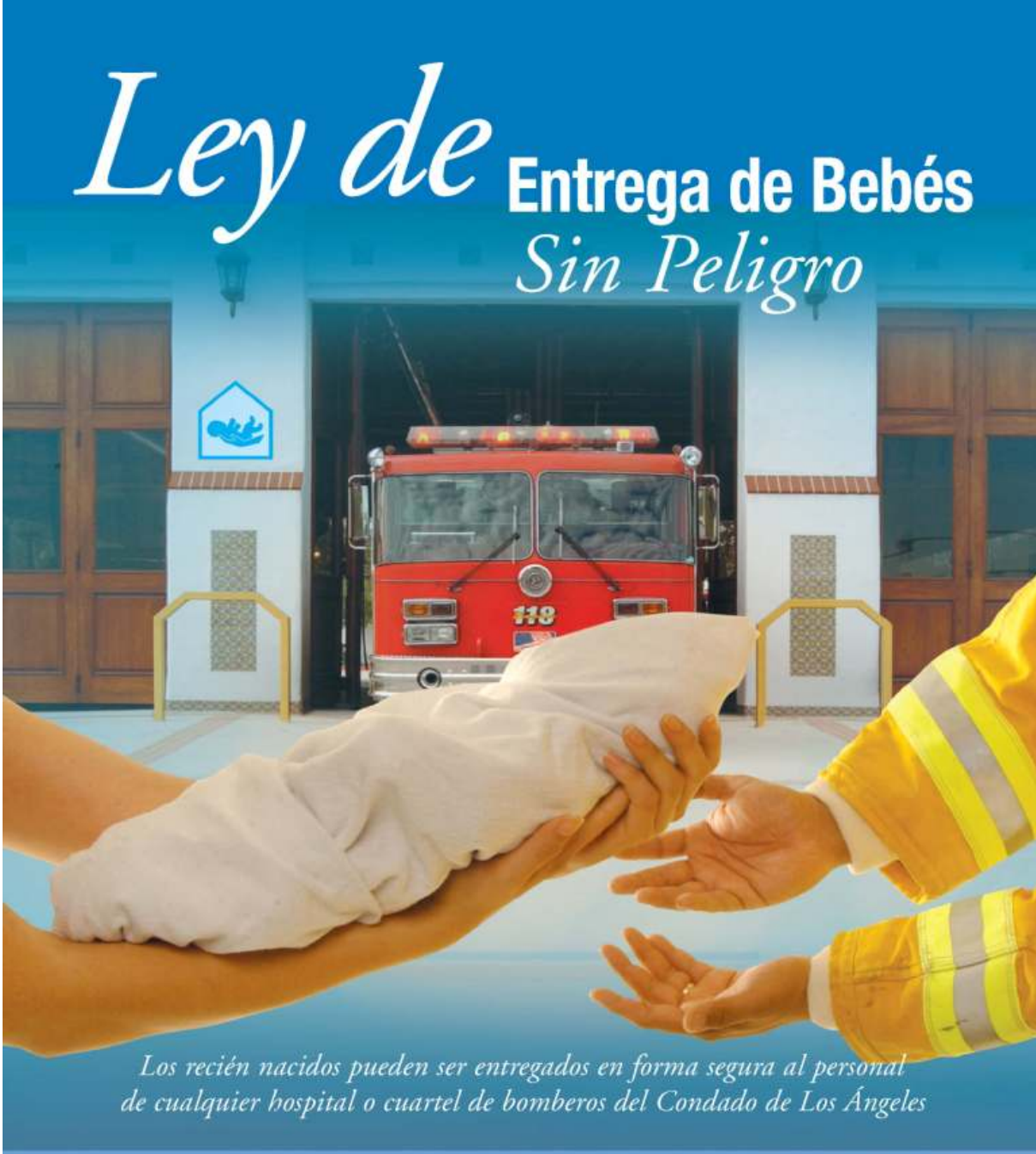
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.




Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or CONTRACTOR has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a COUNTY CONTRACT, it will timely comply with them and provide COUNTY a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or CONTRACTOR is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
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Signature

Date

Name and Title (please type or print)

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for CONTRACT award, CONTRACTOR shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

CONTRACTOR unable to meet this requirement shall not be considered for CONTRACT award.

CONTRACTOR shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. CONTRACTOR has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by COUNTY) _____ NO

B. CONTRACTOR is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. CONTRACTOR is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

CONTRACTOR Organization:

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles COUNTY Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the COUNTY shall not CONTRACT with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such CONTRACT:

1. Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the CONTRACT; or
 - b. Participated in any way in developing the CONTRACT or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

CONTRACTOR Name

CONTRACTOR Official Title

Official's Signature

TSE and VESL Monthly Tracking Log														
Month/Year:										Agency:				
	Participant Name (Last, First)	Case Number	Alien Number	Date of Entry in the U.S.	REP Location	Registered to REP? Y/N	Wages (if TSE)	Activity Enrollemt Date	Activity Start Date	Activity Expected End Date	English Skill Level Prior to Enrollment (if VESL)	Current English Skill Level (if VESL)	Transportation Amount (if used)	TAD? Yes/No
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